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THE CORONATION.

WHILE probably to the great majority of the population the Coronation of the King is merely a stately pageant, although, no doubt, one of special splendour, to the student of our constitutional history and to the lawyer familiar with the scope of the feudal system the ceremony possesses a significance beyond its mere outward semblance, carrying the imagination backwards through the centuries to the early years of our national annals when their stern realism was to some extent moderated by the religious element contained in the ceremony. Moreover, it is a vivid reminder of the truth of that pregnant saying of Bishop Stubbs that the roots of the present lie deep in the past. What then are the essential characteristics of the Coronation ceremony to which we have all looked forward during the past months with their strange happenings?

Historians tell us that the solemn rite of crowning was borrowed from the Old Testament by the Byzantine Cæsars and by them transmitted to the nations professing the Christian religion, the ceremony being understood as bestowing the divine ratification on the election that had preceded it, and as typifying rather than conveying the spiritual gifts for which prayer was offered. Each stage of the Coronation service testifies both to its spiritual and temporal attributes—the invocation of the divine sanction upon the people's choice, the anointing, the investiture, the actual crowning, and the homage offered by the lords spiritual and temporal. With certain differences in detail the actual ceremony has not materially changed during the centuries that have elapsed since its first introduction. Following the ritual observed in the case of King Edward VII and his late Majesty King George V, the Archbishop of Canterbury, as the highest spiritual peer in the realm, accompanied by the Lord High Chancellor and the great hereditary officers of State, addresses the assembled gathering in these words: "Sirs, I here present to you King George, the undoubted King of this realm: Wherefore, all of you who have come this day to do your homage, are you willing to do the same?" To which the people—who on this occasion and for this purpose are represented largely by the boys of Westminster School—respond and "signify their willingness and joy by loud and repeated acclamations, all with one voice, crying out 'God save King George.'" After further ceremonies comes the royal oath, the terms of which have been altered from time to time. Till 1308 we are told that the oath obliged the new monarch to three things only—peace and reverence to God and Holy See, justice to the people, and the removal of bad and the introduction and the upholding of good laws. When Edward II was crowned the oath was made more comprehensive and was couched in the form of question and answer. Besides the three things already mentioned which the preceding monarchs promised to observe, King Edward II undertook to keep and defend "the laws and righteous customs which the community of the realm should have chosen." During the succeeding centuries no vital alteration was made in the body of the royal oath, though, as one writer put it, "liberties were taken in Tudor and Stuart days with its wording." The existing form was drawn up at the Revolution of 1688, and by its terms the King solemnly promises to govern the people "according to the statutes in Parliament agreed on, and the respective laws and customs of the same," that to the utmost of his power he will "cause Law and Justice, in mercy, to be executed in all his judgments," and that he will to the utmost of his power "maintain the Laws of God, the true profession of the Gospel, and the Protestant reformed religion established by law . . . the Settlement of the Church of England and the doctrine, worship and government thereof as by law established in England," and "preserve unto the Bishops and Clergy of England, and to the Church committed to their charge, all such rights and privileges, as by law do, or shall pertain to them, or any of them." After the oath comes the anointing with its scriptural associations, and then follows the investiture and the putting on of the crown as the symbol of royalty. Having thus been accepted of the people and given the assurances contained in the oath, His Majesty takes his seat on the throne and receives the homage of the peers, headed by the Archbishop of Canterbury, the Princes of the Blood Royal, and by the five ranks of the nobles, each of whom speaking for himself promises to become His Majesty's "liegeman of life and limb, and of earthly worship and faith and truth . . . against all manner of folks."

From a ceremony so august and with a pageantry adding weight to the mutual pact of King and people what should ensue? The vows taken by His Majesty with all their particularity amid the heartiest of good wishes of his loyal subjects should, and we believe will, in co-operation with the loyalty of the people, bear fruit in a long, a prosperous and a tranquil reign. Cherishing that hope, we may all say

LONG LIVE THE KING.

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Current Topics.

Coronation Honours.

In the distribution of honours on the occasion of the Coronation both branches of the legal profession are well represented, and it is of interest also to note that in the list of recipients each section of the United Kingdom is remembered. Of members of the English Bar, Sir Felix Cassel, K.C., who filled the office of Judge Advocate General from 1916-1934, has been made a Privy Councillor, while Mr. Joshua Scholefield, K.C., the chairman of the Railway Assessment Authority and President of the London Passenger Transport Arbitration Tribunal, and a great authority on all branches of local government law, receives a knighthood. Of more immediate interest to our readers are the announcements of honours conferred on members of the solicitor branch of the Profession, and here the choice of recipients has been particularly happy. Dr. Edward Leslie Burgin, who has been Parliamentary Secretary to the Board of Trade since 1932, and, as such, done excellent work, becomes a Privy Councillor, while Mr. Hubert Arthur Dowson, the President of the Law Society, receives the honour of knighthood—a well merited distinction and recognition of the unremitting service he has rendered, and still continues to render, in the work of the Society of which he is the head for the current year. To each of these we respectfully offer our heartiest congratulations.

Law Revision Committee: Sixth Interim Report.

The Law Revision Committee issued its sixth interim report last Tuesday. In view of a contemplated fuller treatment of the subject in a future issue, it will be sufficient here to indicate the subjects dealt with, and the scope of the recommendations. In answer to the question whether all or any of the Statute of Frauds, s. 4, the Statute of Frauds Amendment Act, 1828, the Mercantile Law Amendment Act, 1856, and the Sale of Goods Act, 1893, s. 4, should be amended or repealed, the Committee recommends the repeal of so much of the first-named section as remains, of the last-named section, and of s. 3 of the Mercantile Law Amendment Act, 1856. The second question which the Committee was asked to consider relates to the modification of the doctrine of consideration, and has led to a number of interesting and important recommendations. These, however, hardly lend themselves to summary treatment. They will be dealt with in the forthcoming article referred to earlier in the present note.

Prisons Report.

The report for the year 1935 of the Commissioners of Prisons (Cmd. 5430, H.M. Stationery Office, price 2s. net), has recently been issued. Encouraging features are the decrease compared with the previous year in the prison population, the continued decline since 1932 in the number of committals of young persons, and (if a conclusion may be drawn from the incomplete data available) the apparently large proportion of those who do not return to prison after serving their term. A record kept since 1930 of the subsequent history of all prisoners received on conviction of "finger-printable" offences shows that of the 30,151 persons received into prison for the first time during 1930–1933, 24,326 or over 80 per cent. had not returned to prison up to the end of 1935. Still more remarkable is the fact that of the 11,161 persons with previous proved offences, the number who did not return was 8,114, or nearly 73 per cent. As to young persons, the number of youths sentenced to imprisonment in 1935 was 1,608, and of girls, 99. The report shows a total of 46,699 men received into prison during 1935, compared with 50,319 in 1934. This decrease is general, but it does not apply to those convicted for offences against the intoxicating liquor laws. The receptions of women numbered 5,947, compared with 6,076 in 1934. The percentages of men and women sentenced in 1935, without the option of a fine were, respectively, 48 and 36, the corresponding figures for sentences exceeding a period of three months being 15 and 8. The daily average prison population of men and women in 1935 was 11,306, that for the previous year being 12,238. On the other hand there was an increase—from 508 to 555—in the number of prisoners convicted for murder, manslaughter, or wounding. There were 89 sentences of five years and upwards among men, and three such sentences among women, corresponding figures in regard to sentences to penal servitude being 464 and 24. The value of goods supplied to Government Departments was £206,101, compared with £145,283 the previous year.

Police Records.

A Home Office appointment, which is described as an entirely new departure and another step to the development on a national scale of improved standards and of crime investigation, was recently announced in *The Times*, and merits, in view of its general interest, brief mention here. Chief Inspector George Blackburn, who has been in charge of the records branch of the West Riding Constabulary headquarters at Wakefield, and is also secretary of a sub-committee of the Home Office on Detective Work and Procedure, which is now dealing with the subject of police records has, by arrangement with the Standing Joint Committee and the Chief Constable of the West Riding of Yorkshire, been seconded to the Home Office to help in the development of the system of keeping police and criminal records in the county and borough forces throughout the country. The records branch at Wakefield acts as a clearing house for crime records in the north of England, and the new appointment is stated to be a development of the useful service which has been at the disposal of the police forces in that area for some time. The work of the department has grown considerably and the Home Office is of opinion that its further development should be encouraged. At present, it is said, while many

police forces pay particular attention to the keeping of records, including the histories of those who come under their official notice, others have not recognised the value of such work and there is no generally accepted system. As a result of the new appointment, advice and practical help will be available for any borough or county police force. The arrangement does not affect the City of London or Metropolitan Police Forces.

Motoring Offences.

A RETURN recently issued by the Home Office (H.M. Stationery Office, price 6d. net) shows large increases in the number of motoring offences during 1936, compared with the previous year. Only short reference to some of the more arresting figures can be made here. Readers desiring further particulars must be referred to the publication itself. The total number of offences during 1936 was 593,778—an increase of 75,538, while the number of persons dealt with in connection with the offences, by caution or prosecution, rose by 60,473 to 510,126. During last year 415 persons were sent to prison without the option of a fine for motoring offences, 358,325 persons were fined (a total of £441,459), while 134,427 were dealt with by a written warning from the police. It may also be noted that speeding offences increased by 15,005 to 136,762, offences relating to neglect of traffic directions by 18,205 to 67,199, while 31,955 cases of careless driving and 9,039 cases of reckless or dangerous driving were recorded. Of the figures relating to the last two offences the former shows an increase over that for the previous year of 1,381, the latter a decrease of 262. Licences were either suspended or endorsed in 25 per cent. of all convictions recorded, compared with 23 per cent. for the previous year. Expressed in the actual figures 10,473 licences were suspended (an increase of 1,973) and 89,646 licences were endorsed but not suspended—an increase of 20,320. It is of some interest to note while this subject is being considered that the circular issued by the Home Secretary on the subject of the law relating to disqualification of drivers and the endorsement of licences for motor offences appears to have had considerable effect. The figures for 1936, which includes a period of three months following the issue of the aforesaid circular, show that 93 per cent. of those convicted for driving under the influence of drink, etc., had their licences suspended or endorsed; corresponding figures for failure to insure, driving recklessly and careless driving being respectively 51, 91 and 55. These figures reflect a greater appreciation of the existing law on the subject of motoring offences and it is to be hoped that the greater vigour with which the law is now being applied will have some effect upon the appalling number of road fatalities and injuries which continue to be recorded with melancholy regularity from week to week.

Rules and Orders: Motor Vehicle Driving Licences.

THE attention of readers may be briefly drawn to the Motor Vehicles (Driving Licences) Regulations, 1937, which have recently been made by the Minister of Transport, and give effect to s. 3 (1) of the Road Traffic (Driving Licences) Act, 1936. That Act, it may be remembered, divided motor vehicles into a number of groups, and the new regulations prescribe different tests for these groups. In future a successful candidate will be entitled to a licence to drive of the group which includes the vehicle on which he has passed the test, and he will not be entitled to drive vehicles of any other group until he has passed a further test on a vehicle belonging to that group. The age limits laid down by the Road Traffic Act, 1930, remain unaltered. Holders of existing licences to drive all classes of vehicles are not affected by the regulations, while a provisional licence will still enable the learner, subject to age limits and the requirements of "L" plates, and the supervision of a licensed driver, to drive any class of vehicle. The new regulations come into operation on the 1st June.

Public Health Act, 1936: Further Circular.

A FURTHER communication, Circular No. 1600 (H.M. Stationery Office, price 1d. net), has been sent by the Ministry of Health to the local authorities concerned on the subject of temporary buildings and moveable dwellings in light of the new provisions contained in ss. 268 and 279 of the Public Health Act, 1936, which comes into operation on 1st October. An earlier circular on the same Act (No. 1576 of 3rd November last) has already been dealt with in these columns. The present communication is not of sufficient general interest to practitioners to justify detailed treatment here, but it may be shortly noted that the first of the two sections above-mentioned substantially re-enacts the existing law (with an amendment to make it clear that a local authority has a right to take proceedings against an occupier of land on which an offence is committed), while the other section aims at the control of holiday camping and should, it is suggested, prove useful in dealing with encampments of a more permanent kind sometimes to be found on the outskirts of towns. The circular points out that in future camping will be controllable by licence under s. 269, or by bye-law under s. 268 (4), or by both methods, and adverts to the necessity, when both methods are in use, of avoiding inconsistency between the provisions of bye-laws and the conditions approved by a local authority for the attachment of a licence. The circular also deals with the closer supervision to which offices will be subject as a result of the coming into operation of the Public Health Act, 1936: see ss. 43–6, 91–2, 287.

Recent Decisions.

IN *Farquharson* v. *Pearl Assurance Co. Ltd.* (*The Times*, 6th May) SINGLETON, J., held that an offer by the plaintiff to pay the premium on a life policy which had been assigned to him as security for a loan was, in effect, a tender of the premium, and in view of the fact that failure to pay the premium within the period specified by the policy was due to an act of the defendants' servant (a local district manager) in refusing such offer, it was held that the defendants could not rely on such failure in a claim by the plaintiff on the policy.

In *Ashby* v. *Tolhurst* (*The Times*, 7th May), the Court of Appeal reversed a decision of a county court judge and held that the appellants were not liable in respect of the loss of the respondent's motor car which was stolen while in their car park. GREENE, M.R., intimated that the car park proprietors were not liable if the relationship between the parties was that of licensor and licensee, that possession did not pass with the parking of the car, and, if the case were to be decided on the footing that the relationship between the parties was that of bailor and bailee, a statement of the car park attendant on the respondent's return that he had just given the car to a man who said he was a friend of the appellant did not amount to an active step in the way of delivering up the chattel to someone else which would oust the conditions to which, on the facts of the case, the contract of bailment would have been subject.

In *Rex* v. *Rule* (*The Times*, 8th May), the Court of Criminal Appeal reversed a decision of BRANSON, J., and held that a Member of Parliament, to whom a communication was addressed by one of his constituents asking for his assistance in bringing to the notice of the Home Secretary a complaint of alleged improper conduct on the part of a member of the police force and a justice of the peace of the borough within the constituency, had sufficient interest in the subject-matter of the complaint as to render the occasion of such publication privileged (see *Harrison* v. *Bush*, 5 E. & B. 344, 348, and "Fraser on the Law of Libel and Slander," 7th ed., p. 152). The conviction of the appellant on two counts of an indictment charging him with the publication of a defamatory libel was, therefore, quashed and an order binding him over for twelve months set aside.

The Land Registry Annual Report.

THE recent extension of compulsory registration to the Administrative County of Middlesex lends interest to the Chief Registrar's Annual Report on the work of H.M. Land Registry which has just been published (H.M. Land Registry Annual Report, 1936–37. Published by H.M. Stationery Office, London. Price 6d. net.)

In a special reference to the registration of Middlesex cases during the three months ending 31st March last, Sir John Stewart-Wallace discloses that there were no less than 2,834 first registrations which were completed in something under 6·4 days. The number of cases which had to be surveyed reached a higher number than anticipated, while the persistent winter rains made surveying impracticable. Cases which could not be dealt with, pending the result of survey, piled up uncomfortably, causing delay and some confusion to a staff seriously depleted for a time by influenza, and largely composed of newly recruited staff. The difficulty was, however, got over with such marked success that registration of Middlesex cases is now being accomplished with the same ease and rapidity as in London itself.

The amount of work dealt with by the Land Registry (Registration of Title Department) was the highest on record. There were 8,960 more cases received in 1936 than in the previous year, 1935. The remarkable feature of this increase was that out of the 8,960 cases, 8,371 came from the non-compulsory areas, and only 589 from London, Eastbourne and Hastings.

The total transactions for 1936 (including 40,490 applications for official searches) amounted to 241,402, of which 10,830 were first registrations. Of such first registrations 5,084 were in the County of London, 398 were Eastbourne cases, 433 Hastings registrations and 4,915 came from the non-compulsory areas. Of the 230,572 dealings, 19,161 were transfers of land in the compulsory areas and 39,281 transfers of land in non-compulsory areas (the non-compulsory areas contributing more than twice those from the compulsory areas).

The Chief Registrar is able to report with pride a great increase in the speed with which both first registrations and dealings have been completed. During 1936, the time taken for completion of first registrations in the compulsory areas was reduced from 4·7 to 3·9 days—the fastest time on record, and in the non-compulsory areas from 9·7 to 5·9 days, a time hitherto unequalled.

All applications for first registration were examined for absolute or good leasehold title, and were so registered in over ninety-nine per cent. of London cases and ninety-eight per cent. of non-compulsory cases. 2,887 cases were converted from possessory to absolute or good leasehold cases on the initiative of the Department.

Official searches are steadily replacing personal searches. During 1936 there were 40,490, all of which were issued on the day of the receipt of the application, except in five cases received on a Saturday (in which cases the solicitors were at once communicated with to ensure that no ill result ensued).

Out of the 241,402 transactions handled during 1936, errors in 1,707 cases only occurred, representing a margin of error of 0·70 per cent.

In the Land Charges Registry there were 901,835 official searches, 164,130 registrations and 41,383 personal searches. The official certificates of search were in all cases issued within seven hours of receipt of the application, except in the cases of applications received on Saturday mornings, which, in accordance with regulations, were not issued until the following Monday. Out of the 901,835 certificates of official search, only 24 instances of substantive error came to light.

The Middlesex Deeds Registry closed down on the 1st January, 1937, for registration of deeds (other than those made prior to that date). Searches are, of course, still necessary but these can only be made by officers of the Registry. The Report foreshadows the coming removal of the Middlesex Registry to a place outside London (as in future there will be no revenue from registrations to pay for premises in central London).

The Agricultural Credits Department is a small but useful registry. During 1936, there were 380 registrations and 15,006 official searches.

The Chief Registrar is able to show a surplus of income over expenditure throughout the whole of his Department of approximately £44,000, notwithstanding the heavy expenditure incurred in preparing for the extension of compulsory registration to Middlesex.

The whole report shows the continued efficiency and success of a model Government Department under the brilliant leadership of Sir John Stewart-Wallace, C.B., the Chief Land Registrar, whose enthusiasm and ability remain unabated and undiminished.

Practice Notes.

DISCLOSURE OF PAYMENT INTO COURT.

SINCE 1933 the fact that a payment into court has been made must not be disclosed (with certain specified exceptions) even on a trial by judge alone, until both liability *and amount of damages* have been decided. There must be no reference on the pleadings to these matters, nor should the matter be mentioned at the trial until the question of costs arises, when the judge must take into account both the fact and the amount of the payment. The material words in Ord. xxii, r. 6, are: "... no communication of that fact shall ... be made to the judge or jury until all questions of liability and amount of debt or damages have been decided ..." What happens if—inadvertently or otherwise—the fact *is* mentioned during the hearing? Upon this both the rule and the *Practices* are silent; in principle, one would have thought that a new trial should be ordered. The Court of Appeal have decided otherwise. In *Millensted* v. *Grosvenor House* (*Park Lane*) *Ltd.* (1937), 53 T.L.R. 406, they held that, whether the trial be by judge alone, or by judge and jury, the rule was "directory" and not "compulsive." Even though the payment-in was mentioned, the judge has a discretion to allow the case to proceed, if he thinks that the statement "could not reasonably be calculated to cause any miscarriage" of justice: per Slesser, L.J. (at p. 408). The decision is, no doubt, convenient, though it is difficult to see first, what is the distinction between "directory" and "compulsive," and next, upon what principle a particular rule is relegated to the one class or to the other.

Hilbery, J., sitting without a jury, had found for the plaintiff who sued the defendants for negligence in upsetting upon her a jug of hot water; her left arm was severely scalded and she suffered shock. He awarded her £50 damages (to include the special damage), with High Court costs. Counsel for the defendants then informed the learned judge that £20 had been paid into court; this was directed to be paid out and judgment for £50 and costs was ordered, costs on the *county court scale*. The next day, on a further application, Hilbery, J., declared that £50 was excessive and he ordered judgment to be entered for £35 only, with costs on the county court scale.

Now it is clear that before the order for judgment has been drawn up, a judge is entitled to reconsider his oral judgment: *In re Suffield* v. *Watts* (1888), 20 Q.B.D. 693 (at pp. 697, 698). Hence, the court said, the oral judgment could not be final, nor could the judge be deprived of his power to reconsider it simply because of "inconvenience" in the circumstances of a particular rule. Scott, L.J., thought that "a dereliction from the duty" in this rule could be dealt with by the judge "in his complete discretion, acting under the inherent jurisdiction of the court." The rule was simply "a direction ...

in the interest of the administration of justice." Farwell, J., explained that, if the rule were broken, the judge might, if he thought it proper, direct the case to be heard before another tribunal. On the other hand, if he thought that no injustice would be done, he might allow the matter to proceed (at p. 409). Apparently, there could be no appeal from this exercise of the judge's discretion—unless, presumably, that discretion had not been judicially exercised, or it was clear, on the face of it, that there was an actual or probable miscarriage of justice.

NEW TRIAL AND "SOME SUBSTANTIAL WRONG."

MERE mis-direction or the improper admission or rejection of evidence does not give rise to a right to a new trial unless the Court of Appeal holds that "some substantial wrong or miscarriage" has been occasioned: Ord. XXXIX, r. 6. It is impossible to formulate at the outset a general rule applicable to all circumstances, as Lord Watson said in *Bray* v. *Ford* [1896] A.C. 44, at p. 50, the leading case on the subject; but the *dicta* there provide a useful criterion. In an action for libel, damages are "peculiarly within the province of the jury," Lord Herschell pointed out (at p. 52). They cannot be measured "by any standard known to the law," (at p. 53); it is often impossible to say that the verdict is wrong. "Where, then," he continued, "the judge so directs the jury as to lead them to take an erroneous view of any material part of the alleged libel, and this view may have affected their minds in considering what damages they should award, I think there has been a substantial miscarriage within the rule."

These principles were recently applied by the Court of Appeal to a case where the jury found for the defendants, and it was argued that, at best, even if the jury had acted upon that part of the summing up which was correct, they would only have found one farthing damages for the plaintiff, and that, therefore, there was no substantial miscarriage of justice. Slesser, L.J., in *Farmer* v. *Hyde* (1937), 53 T.L.R. 445, rejected this view, but the appeal was dismissed on another ground not relevant to this point.

The plaintiff brought libel actions against two newspapers, arising out of a report of matrimonial proceedings between his wife and himself. During the hearing of the libel action, the name of Mr. Davidson, formerly the Rector of Stiffkey, was mentioned and criticised. After the plaintiff had given evidence, Mr. Davidson, who was in court, rose to protest against "the many lies that have been told in this court." The interruption was reported and the plaintiff claimed that it imputed perjury to him. The defendants pleaded that the report was fair, accurate and contemporaneous, and the jury found for the defendants. The Court of Appeal held that there had been misdirection, but, nevertheless, upon the ground above pleaded, dismissed the appeal. But for this, a new trial would have been ordered, for the court was satisfied that by reason of the misdirection, it was impossible to say that a miscarriage of justice had not occurred. The learned judge had told the jury that if they thought that Mr. Davidson was a man of very low character, so that the damage would perhaps be only nominal, they could find a verdict for the defendants. Since *Hobbs* v. *Tinling* [1929] 2 K.B. 1 (see per Scrutton, L.J., at pp. 9, 17; per Greer, L.J., at p. 39; per Sankey, L.J., at p. 54), such a direction is incorrect: a plaintiff who proves a statement *prima facie* defamatory is always entitled to nominal damages (at p. 17). This misdirection involved a "substantial wrong or miscarriage." The jury had not addressed their minds to the question of damage at all; it was not for the Court of Appeal to speculate what damages they would have found if they had been properly directed. The miscarriage of justice here was "not because the damages might have been larger than one farthing, but because the jury never had an opportunity of assessing damages at all": per Slesser, L.J. (at p. 447 of 53 T.L.R.).

Company Law and Practice.

Surrender of Shares.

SURRENDER of shares must in the first place be kept distinct from forfeiture of shares. Forfeiture is a process by which a company resumes possession of its shares as the result of the failure of the shareholder to pay something which is owing on the shares. Forfeiture is recognised by the Companies Act, 1929 (see s. 108 (3) (i)), and Table A contains provisions which regulate its operation (see Arts. 23–25). These provisions or similar ones form part of the regulations of most companies. Surrender, however, is not recognised by the Act, and the question as to whether or not a particular surrender is or is not valid is very often a difficult one, depending on the circumstances of each case. On the other hand, a surrender which is merely a short cut to a forfeiture, i.e., a surrender by a shareholder of shares which are actually liable to forfeiture, is valid, whereas on the other hand a surrender which is made for consideration and so approximates to a purchase by a company of its own shares is invalid. Invalid also is any surrender which involves a reduction of capital without compliance with the provisions of the Act which require the sanction of the court for such a proceeding. Jessel, M.R., has explained the position in *In re Dronfield Silkstone Coal Company*, 17 Ch. D. 76, at p. 85: "I now come to the point as to the surrender of shares . . . I can imagine one where the shares would be liable to forfeiture, and it is the shortest way to surrender them; then the same result would follow. But I am by no means prepared to say that there is a right under the term 'surrender' to buy up the shares and to have them surrendered to the company as on an ordinary purchase for money. That, I think, is clearly beyond the limit, but it is not necessary for me to say what is exactly within the limit, because each case as it arises must be decided on its own merits. I can well imagine that certain cases are well within the limit and ought not to be treated as a diminution of capital, and that other cases are clearly beyond the limit—such as the cases I have put of an ordinary purchase or ordinary traffic in shares, although the term 'surrender' may be employed instead of the transaction taking the form of an actual transfer to the company." This passage was referred to with approval by Lord Herschell in his speech in the famous case of *Trevor* v. *Whitworth*, 12 A.C. 419, at p. 417, and Lord Macnaghten in the same case (at p. 438) shortly put the two extreme cases as follows: "I conceive there can be no objection to the surrender of shares which are liable to forfeiture. A surrender of shares in return for money paid by the company is a sale and open to the same objections as a sale, whatever expression may be used to describe or disguise the transaction."

But between the two extremes there come a number of cases about which it is difficult to generalise, but which serve nevertheless to illustrate the principles involved and act in some measure as a guide in determining the merits of similar cases as and when they occur. The difficulty of dealing with the reported cases is occasioned by the fact that at first sight they appear to reveal a serious divergence of judicial opinion. In *Bellerby* v. *Rowland and Marwood's Steamship Company Limited* [1902] 2 Ch. 14, a case which went to the Court of Appeal, the view was expressed that since the decision in *Trevor* v. *Whitworth*, *supra*, every surrender was invalid with the one exception of a surrender made in anticipation of a forfeiture. The reason for this in the opinion of the learned judges in the Court of Appeal was that every such surrender, whether of shares fully paid or not, involved a reduction of capital which could only legally be effected with the sanction of the court. Cozens-Hardy, L.J., put the proposition in the following words: ". . . The real objection to a surrender of shares does not lie in the fact that money has been paid by the company to acquire the shares. The objection is founded on a larger proposition. A company cannot be a

shareholder in itself. Every surrender of shares, whether fully paid up or not, involves a reduction of capital, which is unlawful except when sanctioned by the court . . . Forfeiture is a statutory exception and is the only exception. For I regard a surrender, under circumstances which would justify a forfeiture, as merely equivalent to a forfeiture." We shall examine and criticise this view in a moment. Meanwhile let us observe that these expressions of opinion have the force of *dicta* only, but it is also pertinent to observe that Stirling, L.J., who was a member of the court, concurred with the judgments of his brethren and expressed the further opinion that the case of *Eichbaum* v. *City of Chicago Grain Elevators Limited* [1891] 3 Ch. 459, had been wrongly decided by him when sitting a few years previously as a judge of first instance.

We must now go back to that case. In *Eichbaum* v. *City of Chicago Grain Elevators Limited*, *supra*, the problem which confronted Stirling, J. (as he then was), was whether *Trevor* v. *Whitworth*, *supra*, had overruled an earlier case known as *Teasdale's Case*, 9 Ch. 54. He decided that it had not done so and accordingly that it was still lawful for a company to allot new shares in return for the surrender to it of an equivalent amount of old shares, providing always that such surrender was made *bona fide* and not for the purpose of helping shareholders to escape liability. Such a transaction was not, in his opinion, at that time such a purchase by the company of its shares as had been held to be illegal in *Trevor* v. *Whitworth*, *supra*. But I do not want to linger over these earlier cases, as there is a later case which was decided by Warrington, J. (as he then was), after the decision of the Court of Appeal in *Bellerby* v. *Rowland, etc., Steamship Co. Ltd.*, *supra*, to which I have already referred. This is the case of *Rosell* v. *John Rowell and Sons Limited* [1912] 2 Ch. 609, and in it Warrington, J., preferred to follow the earlier cases of *Teasdale* and *Eichbaum*, *supra*, rather than the subsequent *dicta* of the Court of Appeal in *Bellerby's Case*, *supra*.

The facts of the case, shortly stated, were as follows: Pursuant to the articles of association of the company and to a special resolution, holders of 6 per cent. fully paid preference shares surrendered their shares to the company in exchange for 5 per cent. fully paid preference shares, and a contract in writing was duly filed with the registrar in accordance with s. 25 of the Companies Act, 1867 (now replaced in altered form by s. 42 of the Companies Act, 1929). The shares surrendered, it is important to note, were not cancelled, but were liable to be re-issued by the company. The action was brought against the company by two holders of the 5 per cent. preference shares, on behalf of themselves and all other holders of such shares, claiming two declarations: first, that the surrender of the 6 per cent. preference shares had been a valid surrender; and, secondly, that the 5 per cent. preference shares were fully paid up. It was held that as the surrender in question did not involve a reduction of the company's capital it was valid; further, that the transaction did not amount to a purchase by the company of its own shares; and lastly, that the 5 per cent. preference shares were fully paid up and that no liability attached to the holders of those shares in respect thereof.

Now it will be observed that the shares which had been surrendered were fully paid-up shares and, consequently, the holders were not relieved from any liability. "That is an extremely important consideration and in fact it is the determining consideration in the present case and one which in my opinion distinguishes the present case from *Bellerby* v. *Rowland* . . ." On the first point, that concerning a reduction of capital, the learned judge referred to *Teasdale's Case*, *supra*, and pointed out that, so far from being a reduction of capital, the transaction involved in that case had actually resulted in an increase of the company's capital. The learned lords who advised the House of Lords in *Trevor* v. *Whitworth*, *supra*, had not in his opinion indicated that such a course was invalid; they had, on the contrary, very carefully refrained from going any further than saying that a surrender made in circumstances which would justify a forfeiture was valid. Then came *Bellerby* v. *Rowland*, *supra*, and the observations in that case which certainly suggested that a surrender such as that now in question was invalid. But, quite apart from the fact that these observations went further than was necessary for the determination of the point actually before the court, it might well be argued that the members of the Court of Appeal were not addressing their minds to the contemplation of a case in which no reduction of capital and no diminution of the shareholders' liability were involved. Now, whereas a surrender of fully paid shares involves a reduction of capital "if the shares are surrendered upon terms which do not permit their re-issue, in the present case the shares are surrendered upon terms which do permit their re-issue and, with all respect, I really fail to see how in that case there is any reduction of capital at all . . . It is perfectly true that the company have not up to the present time re-issued the [surrendered] shares and it may be that they could not re-issue them without the consent of the 5 per cent. preference shareholders. That question does not arise. The shares are there ready to be issued, still forming part of the capital, and it would not require any resolution of the company to increase its capital in order to enable them to re-issue those shares. It seems to me, therefore, that, if the re-issue of those shares would not require any resolution for an increase in capital, there was in fact no reduction of capital in accepting the surrender coupled with the power of re-issuing these shares."

So much for the reduction point. There remained the point as to purchase by the company of its own shares. This was dealt with quite shortly by the learned judge, and I cannot do better than conclude by quoting once more from his judgment: "It might be said that it involved a purchase by the company of the shares which were so surrendered. I do not think that it did. There was no parting by the company with any of its assets. All that was done was that they created new shares which they issued to the then holders, but they parted with no money and no goods and no asset, such as the shareholders' liability to calls. It was a transaction for a consideration on the one side and on the other, but it was not, in my judgment, a purchase of shares."

And there, for the present at least, the matter rests, unless and until the Court of Appeal sees fit to declare that *Rowell* v. *John Rowell & Sons Ltd.*, *supra*, was wrongly decided by Warrington, J. (an eventuality which to the present writer at any rate seems exceedingly remote). Subsequent cases do not throw any further light on the question, save for one observation by Romer, J. (as he then was) in *Kirby* v. *Wilkins* [1929] 2 Ch. 444, at p. 452, which must be mentioned in the interests of completeness. Romer, J., there agrees with Warrington, J., in thinking that *Bellerby* v. *Rowland*, *supra*, is not authority for so wide a proposition as has sometimes been supposed.

A Conveyancer's Diary.

Restrictive Covenant for the benefit of considerable area, but not "touching or concerning" the whole.

THE decision of Clauson, J., in *Re Ballard's Conveyance* (1937), 2 All E.R. 691, is likely to prove of far-reaching importance and, at first sight, is somewhat disturbing.

The question came before the court upon an application under s. 84 (2) of the L.P.A., 1925, which enacts that the court shall have power on the application of any person interested (A) to declare whether or not in any particular case any freehold land is affected by a restriction imposed by any instrument, or (B) to declare what, upon the true construction of any instrument purporting

to impose a restriction, is the nature and extent of the restriction thereby imposed, and whether the same is enforceable and, if so, by whom.

The facts which I have taken from the full report of the judgment in the All E. Reports were, so far as material, as follows: The property in question consisted of two plots of land, comprising about eighteen acres, which formed part of an estate known as the Childwickbury (or Childwick) Estate, which formerly belonged to Sir J. B. Maple, by whom it was devised to his wife (afterwards Mrs. Ballard) for life. In 1906 the two plots (called lots 2 and 3) together with adjoining land (lot 1) were put up for sale by auction and sold to one H. C. Wright. The conveyance to Mr. Wright contained a covenant as follows: "The said H. C. Wright doth hereby covenant with the said E. H. Ballard, her heirs and assigns and successors in title, owners from time to time of the Childwickbury Estate of the said Sir J. B. Maple. that he, the said H. C. Wright, his heirs and assigns, will perform and observe the conditions and stipulations set forth in the schedule hereto so far as the same relate to, affect or concern the said premises hereinbefore expressed to be conveyed."

The schedule contained provisions such as are usual in building estates, forbidding the erection of buildings other than private dwelling-houses on the property; the erection of any buildings, with certain exceptions, other than of red brick and in conformity with plans approved by the vendor or her surveyor. There were also provisions as to the minimum value of the houses to be erected and the minimum area of land to be attached to each house, and further provisions against the user of the property or any building thereon for certain specified purposes or for any purpose which should be or tend to become a nuisance or annoyance to the vendor or the owners or occupiers of any other part of the Childwickbury Estate or any of them or for any trade or business. There were other restrictions of a more or less usual nature.

There was a condition that the vendor should not be under any obligation to enforce the restrictions and should not be precluded from waiving or varying by licence or otherwise the stipulations, and that the vendor should be at liberty to release any part of the property from the stipulations or any of them. There was also a condition (No. 7) which provided that in the stipulations "the property" meant the entire property shown on the plan attached (i.e., the property conveyed and also lot 1) and that the expression "the vendor" was to be deemed to include Mrs. Ballard and her successors in title owners of any part of the estate for the time being remaining unsold.

In 1907 Mrs. Ballard sold and conveyed the whole of the remainder of the Childwickbury Estate to Mr. J. B. Joel who in turn conveyed the same to the respondents to the summons, Childwickbury Stud Limited.

Mr. Wright issued a summons under s. 84 (2) of the L.P.A., 1925, making Childwickbury Stud Limited respondents for a declaration that no part of the property conveyed to him by Mrs. Ballard was any longer affected by any of the restrictions in the conveyance to him or, in the alternative, that it might be declared whether the restrictions or any of them were enforceable and, if so, by whom.

I may say here that Clauson, J., decided upon the construction of the documents that the operation of the restrictive covenant (if it operated at all) was not confined to such parts (if any) of the Childwickbury Estate as remained unsold, that is, remained the property of Mrs. Ballard and those claiming through or under Sir J. B. Maple otherwise than by purchase. His lordship also decided that the land for the benefit of which the restrictive covenant was entered into was the land conveyed to Childwickbury Stud Limited and the fact that it claimed by virtue of a purchase from Mrs. Ballard would not affect its title to sue.

It seems, therefore, that the expression "for the time being remaining unsold" used in the condition No. 7 already referred to, was, at any rate in this instance, mere surplusage.

The question consequently resolved itself into whether the Childwickbury Stud Limited could enforce the covenant, being successors in title to Mrs. Ballard of the Childwickbury Estate, other than that part sold to Mr. Wright.

In the course of his judgment the learned judge referred to the case of *Osborne* v. *Bradley* [1903] 2 Ch. 446, in which the then Farwell, J., classified restrictive covenants under three classes: (i) where the covenant is entered into simply for the vendor's own benefit; (ii) where the covenant is for the benefit of the vendor in his capacity as owner of a particular property; and (iii) where the covenant is for the benefit of the vendor in so far as he reserves unsold property and also for the benefit of other purchasers as part of what is called a building scheme.

Clauson, J., having stated that the covenant in the case before him could not fall under (i) or (iii) continued: "I thus feel that the covenant with which I am concerned, is to be construed as a covenant for the benefit of the vendor as owner of a particular property. The question as to who can be sued upon the covenant, not being the actual covenantor, or, in the case of a breach by the covenantor, his personal representative, depends or may depend upon equitable considerations. When, however, the question is who can sue on such a covenant, the question becomes one of law in the strict sense. The covenant can be enforced by the covenantee while owner of the particular property in respect of which the covenant is taken; it can also be enforced by the person who becomes owner of that property by a title derived from the original covenantee, provided that the covenant is one which comes within the category of covenants the benefit of which can be made to run with the land, using that expression in the strict sense of running with the land at law."

His lordship again referred to the documents and came to the conclusion that the land for the benefit of which the covenant was taken was the Childwickbury Estate, namely, the land conveyed to Mr. J. B. Joel and afterwards by him to the respondent Childwickbury Stud Limited. There remained the question whether the covenant came within the category of a covenant the benefit of which is capable of running with the land for the benefit of which it is taken.

It is on this point that the decision seems to me rather a startling one. The learned judge said: "A necessary qualification, in order that the covenant may come within that category, is that it concerns or touches the land with which it is to run; see per Farwell, J., in *Rogers* v. *Hosegood* [1900] 2 Ch. 388, at p. 395. That land is an area of some 17,000 acres. It appears to me quite obvious that, while a breach of the stipulations might possibly affect a portion of that area in the vicinity of Mr. Wright's land, far the largest part of this area of 17,000 acres could not possibly be affected by any breach of any of the stipulations." His lordship went on to decide that the covenant could not be severed so as to be made to apply to such part of the land as it might touch or concern and not to other parts.

What it comes to, if Clauson, J., is right, is that where a restrictive covenant is expressly or impliedly annexed to land in the neighbourhood of the land affected by it, the covenant cannot be enforced at all if it can be said that some part (however small) of the land purported to be benefited is so far away from the land purported to be affected that the covenant does not concern or touch such part.

I venture to call that rather a startling proposition. There must be numerous instances where restrictive covenants have been imposed for the benefit of a large estate where a breach committed would not "touch or concern" some part of such estate; that is using the expression "touch or

concern " in the sense in which Clauson, J., evidently employed it. In such cases, the covenant could not be enforced even if the breach would seriously injure the vendor in relation to the greater part of the estate for the benefit of which the covenant was entered into.

This decision raises quite a number of other questions which I am afraid I have not the space to deal with this week. I will return to the subject.

Landlord and Tenant Notebook.

The Essentials of Eviction.

THE " Notebook " in our issue of 11th April, 1936 (Vol. 80, p. 278), discussed the effect of eviction by the landlord, and in so doing made some reference to the nature of that offence. It was pointed out at some length by Jervis, C.J., in *Upton* v. *Townend* (1855), 17 C.B. 30, that the connotation of the term had considerably widened in the course of time, so that it applied to any intentional act of a landlord by which the tenant's enjoyment of the demised premises or of any part of them became impossible. The facts of the case were that mesne lessors of some city properties had agreed with the superior landlords, after a fire, to rebuild in a manner which slightly improved the premises. The result was that one of the two under-tenants had less, the other more, than before. A very different state of affairs from that which the original meaning of the word would cover, namely, a forceful expulsion ; but it was held that both under-tenants could rightfully complain of eviction. A tenant, his lordship said, was entitled to have the thing which was originally demised to him, neither more nor less. If given more, his responsibilities increased and this gave him a legitimate grievance.

The judgment stresses the necessity for causal connection between the act of the landlord and the injury to the tenant ; in this case, the fact that the mesne lessors had suggested the modifications, though these were actually carried out by the freeholders, was sufficient.

It is therefore clear that eviction can be constituted in an inexhaustible variety of ways. Most of the examples of what I might call constructive eviction have, indeed, been supplied by cases in which rebuilding has disturbed the tenant's enjoyment of the premises. Thus, a few years after *Upton* v. *Townend*, a tenant successfully resisted a claim for rent in *Furnivall* v. *Grove* (1860), 8 C.B. (N.S.) 495, in these circumstances. He had taken a four-year lease of a warehouse on condition that the landlord refixed a floor and partitions. Next year the floor collapsed. The plaintiff did nothing about it, and a dangerous structure notice was served on him. The authorities then entered and shored up the floor. Next the plaintiff helped the defendant to remove his effects, and set about repairing. The defendant sent him the key and he retained it, and then pulled the building down.

The defendant had three lines of defence ; the breach of the condition on which the lease was taken, surrender by operation of law, and eviction. Erle, C.J., appears to have held that all three were good. Williams, J., held that the sending of the key, and its mere reception, did not constitute a surrender, but agreed that the facts constituted eviction. Willes, J., based his judgment on the finding of a surrender. Byles, J., held that the non-performance of the condition sufficed, but also held that there had been either a surrender or an eviction.

It must not, of course, be thought that dangerous structure proceedings can constitute eviction without liability of the landlord to the tenant. A contention to the contrary failed recently in *Popular Catering Association* v. *Romagnoli* [1937] 1 A.E.R. 16, discussed on p. 151 of the current volume of this paper.

I may observe that the question of surrender by receipt of keys was gone into more thoroughly a couple of years later, when *Phené* v. *Popplewell* (1862), 12 C.B. (N.S.) 334, decided that the leaving of keys with a landlord who neither accepted nor returned them amounted to a standing offer to surrender, which he might accept at any time. Hence *Furnivall* v. *Grove* would be better supported by reference to the finding of eviction.

A more recent case in which a dangerous structure notice also played a part was *Smith* v. *Roberts* (1892), 8 T.L.R. 506 ; 9 T.L.R. 77, C.A. Indeed, except for the absence of the complication introduced by the condition, the facts are almost parallel to those of the last case. The premises were also made the subject of a notice in the first year of the tenancy. This was followed, this time, by an order on the plaintiff. When his workmen entered, the defendant left and sent the key. The work was proceeded with in leisurely fashion, and the plaintiff took the opportunity of doing some work to the premises which was beyond that ordered. In these circumstances the judge at first instance drew the inference that the offer to surrender had been accepted ; this was upheld by the Court of Appeal, but Lord Esher, M.R., made the somewhat non-commital observation that the state of affairs was " very like an eviction."

For a totally different instance of " constructive " eviction, one can refer to *Burn* v. *Phelps* (1815), 1 Sta. 94, in which the service by a superior landlord of notices to quit on under-tenants was held to constitute eviction of the mesne tenant, the under-tenants having in fact quitted.

The limits of the extended meaning were emphasised by *Newby* v. *Sharpe* (1877), 8 Ch.D. 39, C.A., when a judgment of Fry, J., was reversed on appeal. The defendant in that case had let to the plaintiff in April, 1875, a store-room " with full and undisturbed right and liberty to store cartridges therein." Two months later the Explosive Substances Act, 1875, was passed ; licences became necessary and were refused. The defendant entered the premises and removed the cartridges illegally stored there, which were liable to forfeiture. The Court of Appeal held that this was a trespass, but not an eviction. The enjoyment of the property was not rendered impossible.

The Great War gave rise to a number of cases in which the essentials of eviction were gone into. In *London and Northern Estates Co.* v. *Schlesinger* [1916] 1 K.B. 20, an Austrian tenant of a house at Westcliffe-on-Sea had been compelled to leave that area by an order made under the Defence of the Realm Act, and when sued for rent relied on eviction and frustration as defences. The latter failed because a tenancy agreement is more than a contract ; the former because the order did not avoid the lease. The question whether there was any act of the landlord which caused the tenant's departure does not seem to have been given sufficient consideration.

The doctrine of eviction by title paramount was unsuccessfully invoked in *Whitehall Court Ltd.* v. *Ettlinger* [1920] 1 K.B. 680, an action for rent against the executors of a tenant who had been compelled to give up possession to the War Office under the Defence of the Realm Act, and who had obstinately refused to apply to the Defence of the Realm Losses Commission for compensation. It was held that the machinery of the Act did not effect eviction by title paramount ; for one thing, possession was taken for an uncertain, possibly short, period ; for another, the method was not unlike that of compulsory purchase. The position was again exhaustively examined in *Matthey* v. *Curling* [1922] 2 A.C. 180, in which the last-mentioned decision was approved. The facts were to all intents and purposes similar. It was pointed out that the tenant had, as it were, been compelled to assign ; and not by his landlord. The proper meaning of eviction by title paramount was the eviction by a third party, lawfully claiming, establishing that the landlord who had granted the lease had no title.

Eviction is, of course, not a common occurrence nowadays, but the part it plays in the law of landlord and tenant serves to explain (if not to justify) the rule by which, in the absence of agreement to the contrary, a tenant pays the costs of a lease which reads like a document meant to confer more benefits on his landlord than on him.

Our County Court Letter.

THE REMUNERATION OF SOLICITORS.

In a recent case at Oswestry County Court (*Wheeler* v. *Houlston*) the claim was by the trustee in bankruptcy of Ferrington and Jackson for £15 8s. 10d. in respect of professional services. The defendant's case was that the firm had dealt with the sale of her property in Castle Street, and her purchase of Byg Farm. She had asked their managing clerk (since deceased) for the amount due in final settlement, including costs, and she had paid £114, of which £24 was in respect of costs. The latter amount was not mentioned in her letter to the plaintiff, as she was unaware that it was in dispute. His Honour Judge Samuel, K.C., observed that the committee of inspection were entitled to have the matter enquired into, in the interests of the creditors. It appeared, however, that the defendant had paid the amount claimed, and judgment was given in her favour, with costs.

THE REMUNERATION OF SURGEONS.

In *Lailey* v. *Gosnell*, recently heard at Taunton County Court, the claim was for £7 7s. for professional services to the defendant's son, aged fourteen years. The counter-claim was for £22 12s. 6d. as damages for negligence. The plaintiff's case was that in July, 1936, he performed a manipulative operation on the patient's broken arm, and the defence was that, when the plaster was removed, the bone was found to have been improperly set. Moreover, the patient had been sent home without any written instructions as to the treatment of the arm. His Honour Judge Wethered was satisfied that the plaintiff had performed a difficult operation with proper care and skill, and had achieved a satisfactory result. It was a regrettable oversight that no written instructions for treatment were sent to the parents, when the boy was sent home. If, however, there was any fault in that respect, it was not the plaintiff's. Judgment was given in his favour on the claim and counter-claim, with costs.

REPAIRS TO MOTOR CARS.

The above subject has been considered in two recent cases. In *Bagnall* v. *Burton*, at Rugby County Court, the claim was for £22 15s. 10d. as damages for negligence. The plaintiff's case was that, having had trouble with the camshaft, he took his car to the defendant for repairs. The latter cost £6 4s., but an unusual noise developed, and investigation showed that the pistons had been broken by the misplacement of two bolts. The latter were longer than the proper bolts, and had been placed in the wrong holes. A further bill was incurred for repairs, viz., £11 10s. 10d. and another car had to be hired, for over a fortnight, at 15s. a day. The defence was that the plaintiff admitted having driven the car 10,000 miles in two months, and the second breakdown was due to lack of oil. On the first breakdown, it was found that the timing gears were stripped, the chain broken, and the camshaft seized. The bolts in the tappet block were left in when it was removed, so that longer bolts could not have been inserted by the defendant's foreman. The bolts must have been misplaced before the car came to the defendant and, if he was responsible, the trouble would have shown itself at once, and not two months afterwards. His Honour Judge Hurst accepted the evidence of the plaintiff in preference to the theory of the defence. Judgment was given for the amount claimed with costs on Scale B.

In *Swift* v. *Fryer*, at Leicester County Court, the claim was for £30 14s., including £25 as the price paid for a second-hand car, and the cost of the licence and insurance. The plaintiff's case was that the car broke down, after travelling 12 miles, and became useless, owing to the engine seizing up through the oil not circulating. The defendant's case was that the plaintiff, having asked the price of the car, bought it without any recommendation. The oiling system was in working order previously. His Honour Judge Galbraith, K.C., was satisfied that, apart from the brakes, the car left the garage in good order. There was no evidence, however, as to what the inexperienced driver did in the 12 miles. Judgment was given for the plaintiff for £2 10s. and costs.

Obituary.

SIR HENRY WILSON.

Sir Henry Francis Wilson, K.C.M.G., K.B.E., formerly Colonial Secretary of the Orange River Colony, died at Winchester on Thursday, 6th May, at the age of seventy-seven. He was educated at Rugby and Trinity College, Cambridge, and was called to the Bar by Lincoln's Inn in 1888. He was appointed legal assistant at the Colonial Office in 1897, and in 1900 he became legal adviser to the High Commissioner of South Africa. In 1901 he was appointed Colonial Secretary of the Orange River Colony. That post was abolished in 1907, and he retired. He was created a K.C.M.G. in 1908.

MR. C. H. PIERRE, K.C.

The Hon. Charles Henry Pierre, O.B.E., K.C., one of the Coronation Delegates from Trinidad and Tobago, died in London on Sunday, 9th May, at the age of fifty-eight. He was called to the Bar by Gray's Inn in 1912. Since 1925 he had been the senior elected member of the Legislative Council of Trinidad and Tobago, and he had been a member of the Executive Council since 1931. He was Mayor of Port-of-Spain, Trinidad, in 1924–25.

MR. C. E. R. ABBOTT.

Mr. Charles Ernest Rowland Abbott, a Bencher of Lincoln's Inn, died on Friday, 7th May. Mr. Abbott, who was educated at Lincoln College, Oxford, was called to the Bar by Lincoln's Inn in 1898. He was a member of the Northern Circuit and had an extensive practice in the Palatine Court at Manchester. His recent election to the Bench of his Inn was unusual in that such an honour has rarely if ever been previously accorded to a Junior not practising in London.

MR. H. JEVONS.

Mr. Harold Jevons, solicitor, of Durham, died on Saturday, 8th May, at the age of sixty-eight. Mr. Jevons was educated at Charterhouse, and was admitted a solicitor in 1893. He was for five years with Messrs. Sharpe, Pritchard & Co., of New Court, W.C., and Westminster, S.W. He became Deputy Clerk of the Peace at Swansea, and for eleven years he was Town Clerk of Wigan. He had been Clerk to the Durham County Council and Clerk of the Peace for Durham County since 1911.

MR. J. B. LANDER.

Mr. James Brook Lander, solicitor, senior partner in the firm of Messrs. James B. Lander & Son, of Upper Holloway, N., and South Benfleet, Essex, died on Thursday, 6th May, at the age of seventy-four. Mr. Lander was admitted a solicitor in 1904.

MR. J. R. NASH.

Mr. John Robert Nash, solicitor, a partner in the firm of Messrs. Hollest, Mason & Nash, of Farnham, Surrey, died on Wednesday, 5th May, at the age of ninety-one. Mr. Nash was admitted a solicitor in 1867.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, are responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Housing Act, 1936.

Q. 3429. By several leases dated from 1850 to 1880 respectively, certain plots of land together with erections thereon were leased by A to certain lessees, X, Y and Z, in consideration of ground rents. B is now the owner of the reversion and P, Q and R are the present assignees of the leases. The local authority have given notice under the Housing Acts, 1925 to 1935, that they have made a clearance order under Pt. I of the Housing Act, 1930, for the demolition of the buildings upon the land, which is to be submitted to the Minister of Health for confirmation. Kindly give me your opinion upon the following questions: (1) Can B, after the property has been demolished, sue P, Q and R and their assignees for the ground rent should they fail to pay the same? (2) Can B claim compensation from the local authority in respect of damage to the security of his ground rents, and if so, under which section of the Housing Acts?

A. (1) B can sue P, Q and R under the Housing Act, 1936, s. 19 (2). P, Q and R may nevertheless apply to the county court to determine the lease under the above Act, s. 160 (1). (2) B can claim compensation, if the houses were well-maintained, under the above Act, s. 42 (1).

Validity of Excuse Certificate.

Q. 3430. A dwelling-house became decontrolled by virtue of the provisions of s. 2 of the Act of 1923, and its rateable value on the appointed day was less than £13. The landlord omitted to register under s. 2 (2) of the Rent Restrictions Act, 1933. In 1937 the landlord obtained a certificate from the registrar that there was reasonable excuse for failure to make application within the prescribed time and giving leave to register. The house has been duly registered accordingly within seven days after the certificate was granted. The tenant knows that the only excuse put forward by the landlord for not having registered was ignorance of the law. Landlord has now brought proceedings for possession against the tenant. Is there any means open to the tenant to get the certificate granted by the registrar set aside or the "reasonable excuse" considered afresh by the judge? Has the registrar unfettered discretion to grant a certificate? According to the form of the certificate there is no space provided for setting out the grounds on which it is granted.

A. The application for the excuse certificate was *ex parte*, i.e., the tenant was not a party to the proceedings. If he was in fact heard, this was only a concession by the court, as the tenant has no *locus standi* on such applications. It follows that the tenant is not entitled to apply for the certificate to be set aside, nor can he appeal to the judge on the question of its validity. The registrar's discretion is unfettered. Nevertheless the certificate is not conclusive evidence of decontrol. The tenant is still entitled to plead the Rent Acts, but the onus of proof (as to the house being still controlled) is upon the tenant. See *Heginbotham* v. *Watts* (1936), 80 Sol. J. 405.

Custody of Child.

Q. 3431. H married W in 1920, there being one child of the marriage, C. In 1930 W obtains a divorce from H, the custody of C being given to W. W dies in 1932 intestate without having appointed any guardian of C, who is still under age. H was not declared a person unfit to have the custody of C under the Guardianship of Infants Act, 1886, s. 7, and it would appear that on the death of W his right to the custody of the child, C, has become enforceable by virtue of the Guardianship of Infants Act, 1925, s. 4 (2). We can find no definite authority for saying that H is now entitled to the custody of C (although there is a very strong implication) and shall be obliged if you can refer us to the same (if any).

A. There is no definite authority for the proposition advanced, which is nevertheless correct. The order for custody does not extend beyond the lifetime of W, and any administrator of W's estate cannot claim the custody of the child as administrator only. An administrator's rights only extend to property, and it is not clear that any person, other than a parent, can apply to the magistrates under the Guardianship of Infants Act, 1925. Any interested person can, however, by paying a small amount into the Chancery Division, have the infant made a ward of court. See the "Annual Practice for 1937," at p. 2218.

Liability for Broken Sash Cord.

Q. 3432. Under a covenant "to keep the interior of the demised premises in all respects in good and tenantable repair and in such condition and repair to deliver up the same with all new fixtures to the lessor at the expiration or sooner determination of the term fair wear and damage by fire excepted," is the lessee or the lessor responsible for mending a broken sash cord? In the lease there is no express covenant to repair by the lessor. The property is a large warehouse in the City. What we have in mind is this, not merely the expense of repair of a sash cord, but liability resulting from an accident for which the broken sash cord is the reason and the lessee had given notice of the broken sash cord to the lessor. In the circumstances above:—

(1) Is the lessee bound under the lease to repair the sash cord himself; and

(2) Who is legally responsible for the accident, if neither lessee nor lessor are legally responsible under the lease for repair of the broken sash cord?

It seems to us that the lessee is not liable under the lease as the sash cords are a part of the structure, and although there may be no liability on the lessor to repair, the lessor was fixed with notice of the danger from the broken sash cord, a part of the structure of premises owned by him. We shall be glad to know your views on the subject-matter of this letter and if you will refer us to cases we shall be greatly obliged.

A. The sash cord is part of the window, which is one of the means of keeping the premises wind-and-water-tight. The liability to repair the sash cord is therefore upon the lessor. As is suggested in the question, the sash cord is part of the structure, and the lessor is responsible for its repair. On the questions put:—

(1) The lessee is not bound to repair the sash cord.

(2) The lessor is legally responsible for the accident. The broken sash cord is in the same category as the defective guttering in *Cunard* v. *Antifyre, Ltd.* [1933] 1 K.B. 551. Without the counterpoise of the window-weight (behind the sash) the window might fall out and injure someone in the street or yard beneath.

To-day and Yesterday.

Legal Calendar.

10 May.—On the 10th May, 1784, John Scott was appointed Chief Justice of the King's Bench in Ireland. Utter subserviency to the government had won its reward, for "Copper-faced Jack" had put all his unblushing effrontery at its service. Now as a judge (he became successively Baron Earlsfort and Earl of Clonmel) his arrogant manner gave great offence, and once provoked a strike on the part of the Bar to compel an apology to one of their number who had been insulted by him. His unscrupulous and greedy nature also helped to overshadow his real ability.

11 May.—On the 11th May, 1907, Lord Chief Justice O'Brien delivered a remarkable judgment in the case of *Barrett* v. *Irvine*.

12 May.—On the 12th May, 1816, there was born at Carlton Hall, near Newark, Edmund Beckett. He grew up into a brilliant, perverse, versatile man, the richest member of the Bar of his day, and the most quarrelsome. Although a ferocious and redoubtable cross-examiner, it was not to legal but to ecclesiastical activities that he owed the peerage that transferred him into Baron Grimthorpe. He had some knowledge of architecture, but no taste, and St. Albans Cathedral and Lincoln's Inn suffered accordingly from his interference. He knew a good deal about mechanics and designed Big Ben.

13 May.—On the 13th May, 1532, the Scottish Parliament passed an Act concerning "the order of justice and the institution of one college of prudent and wise men for the administration of justice." The chief obstacle was the clergy to whom almost all the lawyers belonged, but they were conciliated by being given half the places and the presidency of the new court of fifteen. Thus the College of Justice began its sittings at Edinburgh, to the glory of James V, its founder, and Gavin Dunbar, Archbishop of Glasgow, its chief promoter.

14 May.—When young Lord Glentworth, the nineteen year old son of the Earl of Limerick, ran off to Gretna Green with the beautiful seventeen year old step-daughter of a Dublin solicitor, he caused his bride's parents a good deal of trouble, for on the 14th May, 1808, the Attorney-General moved on behalf of the angry Earl for an attachment against her step-father and her mother on the ground that they had procured the marriage of his son, a minor, contrary to an order of the Court of Chancery. Before an audience of "all the fashion, rank and beauty Dublin can boast," the solicitor was cleared of the charge, but his wife, who acknowledged that she had been anxious at the intimacy of the young couple and had conveyed to them indirectly a hint of matrimonial import, was required to answer further interrogations.

15 May.—On the 15th May, 1860, William Pullinger, chief cashier of the Union Bank of London, after over twenty years' trusted service, stood in the dock at the Old Bailey to answer charges of having defrauded his employers of over a quarter of a million pounds. This apparently quiet, steady, unobtrusive middle-aged clerk had no extravagance but gambling on the Stock Exchange. He now refused legal assistance, pleaded guilty and was sentenced by Channell, J., to fourteen years' penal servitude.

16 May.—In 1820, the world was ringing with the exploits of the Irish Legion under General Devereux in the Venezuelan war of independence. On the 16th May, the adventure figured in a King's Bench case when a Liverpool ship-broker sued the general in respect of his services in procuring freight to carry his troops out to South America. The defendant's counsel pleaded that it was a felony to enlist any of the King's subjects to aid a foreign potentate, that, therefore, the hiring of the vessel was unlawful and the action could not be maintained. The case was dismissed.

The Week's Personality.

In *Barrett* v. *Irvine*, Lord O'Brien, C.J., drew a delightful picture of a young M.F.H. whose mother was sued by a horse dealer for the price of a horse he had bought. He said: "If this case is deemed worthy of a place in our law books . . . it may be well intituled 'The Enfant Gâté of Roscarberry.' A fond mother paid some money—the price of horses which her son, a spoilt boy, had bought, and it is argued that she thereby . . . constituted him her general agent to buy horses on credit to any extent his juvenile fancy might suggest, that, in fact, if another Waterloo was to be fought in defence of the liberties of Europe, this impulsive youth might horse at her expense a brigade of the Greys, Inniskillings and 1st Royals, and add another page to the history of chivalry." The learned judge went on to describe the Roscarberry pack, "uniform neither in size, nor pace, nor breeding," remarking how "it pursued with equal ardour every description of quadruped, whatever the nature of the scent," but added that he was sure "the heart of the young master was, so far as related to physical courage, in the right place and that he often afforded good sport . . . The mother's heart was proud, and the field was at once gratified and grateful . . . I dare say the mother's heart beat a little loudly when she saw him clear some stiff regulation fence amid the plaudits of an admiring crowd, but surely it is fantastic to allege that this affords any evidence of a general agency in the son to buy horses at his mother's expense."

Not a Theatre.

With theatrical law suits seeing Sir Seymour Hicks into the witness-box in the Chancery Division, the beauty of Miss Frances Day dazzling the King's Bench Division, and Mr. Leslie Henson, Miss Florence Desmond and a talented company performing with applause in the Lord Chief Justice's Court, the Easter term has certainly brought the High Court within measurable distance of the time when the Chancellor of the Exchequer, in search of a new impost, may legitimately charge entertainment tax at the door. Mr. Henson, indeed, got enough laughs to ensure his case a long run in the West End in case it were possible to transfer it thither, and Lord Hewart's words in giving him permission to leave the court, "although we are sorry to lose him," should encourage him to venture a repeat performance. Actors have always been congenial visitors to the courts, and the Lord Chief Justice seemed to echo the observation with which a hundred and sixty years ago Lord Mansfield brought down the curtain on an action by the famous Macklin: "Mr. Macklin, you have met with great applause to-day. You never acted better."

A Theatrical Leading Case.

That great case had arisen out of a theatrical vendetta which had culminated in a conspiracy to drive Macklin, then a veteran of seventy-three, from the stage, a plot so successful that one night when he was performing as Shylock his enemies raised a riot in Covent Garden Theatre which compelled the management to exhibit a board on the stage: "At the command of the public, Mr. Macklin is discharged." It was then that he sought the protection of the law, and though in a play he had written he had described it as "a hocus-pocus science that smiles in your face while it picks your pockets, and the glorious uncertainty of it is of more use to the professors than the justice of it," the law, in the person of Lord Mansfield, laid it down with no uncertain voice that though the public had an inalienable right to hiss or to applaud, a "conspiracy to ruin a particular man, to hiss him if they were ever so pleased, let him do ever so well" was unlawful and actionable. So Macklin triumphed, but generously disclaiming all desire to recover the heavy damages due to him, he earned from the Chief Justice an elegant compliment.

Notes of Cases.

Judicial Committee of the Privy Council.

St. Francis Hydro Electric Co. Ltd. and Others *v.* **The King and Others.**

Lord Blanesburgh, Lord Atkin, Lord Maugham, Lord Roche and Sir Sidney Rowlatt.
12th March, 1937.

CANADA—QUEBEC—PRACTICE—HISTORICAL DOCUMENTARY EVIDENCE—CONCURRENT FINDINGS OF FACT—DIFFERENCE OF JUDICIAL OPINION—APPLICABILITY OF RULE THAT BOARD WILL NOT INTERFERE IN SUCH CIRCUMSTANCES.

Appeal from a decision of the Court of King's Bench for the Province of Quebec, Appeal Side (Hall, Galipeault and Walsh, JJ.; Sir Mathias Tellier, C.J., and Bernier, J., dissenting).

The appellants, St. Francis Hydro Electric Co. Limited, owned certain riparian lands on a river. They claimed certain parts of the river bed opposite their riparian lands. The Crown and the second respondents, a limited company, disputed the claim. At the material times there was in force a lease granted by the Crown to the respondent company, which purported to include the stretch of river bed claimed by the appellants. The Provincial Government, therefore, refused to approve plans for the establishment by the appellants of a power plant at that site. In 1929, the respondent company submitted plans for a power plant at the same place. The appellants having brought an action against the respondents asserting their ownership of the bed opposite of their riparian property, Prevost, J., dismissed it on the ground of Quebec law that, as he held on the evidence, the river was floatable and navigable opposite the appellants' property at the time when that property was granted to them by the Crown. It was admitted that, if the river bed was part of the public domain at that time, it would not cease to be so merely because the river ceased to be navigable and floatable. The Court of King's Bench upheld Prevost J.'s decision.

LORD MAUGHAM, delivering the judgment of the Board, said that the respondents, pointing to the benefit which they had of concurrent findings of fact on the question of navigability, relied on the well-known rule that their lordships, in such a case, unless there were special circumstances, should decline to advise His Majesty to interfere. The rule certainly had a *primâ facie* application, notwithstanding the considerable difference of opinion among the judges. The appellants had argued that, as the evidence which led to the findings consisted almost entirely of documentary or historical evidence, in other words, of writings, the true effect of which might well be discussed in an appellate court, the ordinary rule ought not to be applied. Their lordships could not accept that distinction. If the question were that of the construction of deeds or other documents, it would be one of law. Here, however, the question was the effect to be given as evidence to certain historical writings as referring to the state and the use of the river in the past. Their lordships must hold that in such a case the ordinary rule applied, and they might observe that the same view was taken in *Luchmun Lal Chowdhry* v. *Kanhya Lal Mowar* [1894] L.R. 22 I.A. 51. On the evidence, it was open to both courts to hold as they had held. Their lordships might add that in a matter with regard to which public general knowledge of local conditions might be very important, they would naturally be loth to interfere. The appeal should be dismissed.

COUNSEL: *L. S. St. Laurent*, K.C., and *R. St. Laurent*, for the appellants; *Aimé Gedffrion*, K.C., and *Edouard Masson*, for the Crown; *John D. Kearney*, K.C., for the respondent company.

SOLICITORS: *Blake & Redden; Lawrence Jones & Co.; Allen & Overy.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Court of Appeal.

Robinson Brothers (Brewers) Ltd. *v.* **Assessment Committee for the No. 7 or Houghton and Chester-le-Street Area of the County of Durham.**

Greer, Slesser and Scott, L.JJ.
20th, 21st, 22nd and 25th January and 23rd March, 1937.

RATING—LICENSED PREMISES—OWNED BY BREWERS AND MANAGED BY THEIR SERVANT—ANNUAL VALUE—ASSESSMENT—RENTS LIKELY TO BE PAID BY COMPETING BREWERS—EXTENT TO WHICH TO BE TAKEN INTO CONSIDERATION.

Appeal from the King's Bench Division (80 SOL. J., 512).

The company were brewers occupying by their manager a licensed public-house, all the draught beer and some of the bottled beer sold being brewed by them. A brewer taking a tenancy would by using the premises for the sale of his own beer secure a profit greater than the retail profit which a tenant not a brewer might expect to make. Several brewers might be expected to compete for the tenancy if the premises fell vacant. Regard being had to the rent which a competing brewer might be prepared to give, the rent reasonably to be expected for the premises would be high enough to support a gross value of £112. Neither the rent at which the hereditament might reasonably have been expected to let from year to year to a free tenant who was not a brewer, or to a tied tenant of a brewer, would justify that figure. If the brewers' competition were taken into account, but the rents which they might be expected to give in view of the special advantages to themselves were left out of account, save in so far as the possibility of such rents being given raised the rent which a tenant not a brewer might be expected to pay, the annual rent to be expected would only support a gross value of £95. The company having been assessed on a gross value of £112, the Divisional Court held that it should be reduced to £95.

GREER, L.J., allowing the Committee's appeal, said that *Bradford-on-Avon Union* v. *White* [1898] 2 Q.B. 630, was wrongfully decided and the court was entitled to overrule it (*City of Westminster* v. *Southern Railway Co.* [1936] A.C. 511), though values had been long fixed on the assumption that it was right. Often, if a hereditament were in the market, its annual value would be decided by the offer reasonably to be expected from a special class of tenants, as in the case of Harley Street. One could not say that the brewers should be allowed to go into the market and compete with one another, and at the same time exclude the price they would be willing to pay as the result of such competition, confining the value of the public-house to the point at which the ordinary tenant would refuse to go further. The value depended on the rent that would be produced by allowing all the contestants to bid against one another in the market, not excluding the brewers. *Sunderland Overseers* v. *Sunderland Union*, 18 C.B. (N.S.) 531, had no bearing on this question.

SLESSER and SCOTT, L.JJ., agreed.

COUNSEL: *Carr*, K.C., and *F. Grant*; *Latter*, K.C., and *M. Rowe.*

SOLICITORS: *Richardson, Sadler & Co.; Godden, Holme & Ward.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Brendon *v.* **Spiro.**

Scott, L.J., and Swift, J. 12th and 13th April, 1937.

SOLICITOR—ACTING FOR DEFENDANTS—ACTION—WITHDRAWN FROM RECORD—SUBSEQUENT APPLICATION THAT HE SHOULD PAY COSTS PERSONALLY—ALLEGED MISCONDUCT—JUDGE'S JURISDICTION.

Appeal from a decision of Greaves-Lord, J.

In an action brought against several defendants claiming damages for alleged fraud in respect of certain stocks and shares, and for other alleged acts and defaults, R. W. & Co.,

solicitors, entered appearance to the writ on behalf of certain defendants, and T. G., solicitor, entered appearance on behalf of certain others. Appearances were also entered on behalf of the other defendants, and defences were delivered. On the 17th and 18th February, 1937, notices were given that T. G. had ceased to act for his clients. On the 25th February the action began. On the 26th February notice was given that R. W. & Co. had ceased to act for their clients. On the 1st March a verdict was given and judgment entered against all, save two, of the defendants, including the former clients of T. G. and R. W. & Co. At the conclusion of the hearing the plaintiffs' counsel applied to Greaves-Lord, J., for an order that T. G. and R. W. & Co. should pay personally the costs ordered to be paid by the defendants who had been their clients. The judge directed notice of the application to be given to them. Formal notice was accordingly given, the grounds of the application being that it was alleged that while acting as solicitors in the action they had been guilty of certain acts of misconduct. Greaves-Lord, J., held that as they had ceased to be on the record before the application was made he had no jurisdiction to entertain the application.

SCOTT, L.J., allowing the plaintiffs' appeal, said that it would be lamentable if the court's jurisdiction over a solicitor as an officer of the court were so limited. His lordship referred to *Gold Reefs of Western Australia Ltd.* v. *Dawson* [1897] 1 Ch. 115; the Solicitors Act, 1932, s. 5 (1); *Simes* v. *Gibbs*, 6 D.P.C. 310; *In re Blake*, 30 L.J. Q.B. 32; *Stephens* v. *Hill*, 10 M. & W. 28; *In re Hulm & Lewis* [1892] 2 Q.B. 261; *Simmons* v. *Liberal Opinion* [1911] 1 K.B. 966; and said that the judge had an inherent jurisdiction to deal with such an application. No form of procedure affected the summary jurisdiction of the judge. The application should be sent back to him to deal with in such manner as he thought proper on notice to the solicitors.

SWIFT, J., agreed.

COUNSEL: *Raeburn; Burrows*, K.C., and *H. Simmons*; *Eddy*, K.C., and *E. A. Jessel*.

SOLICITORS: *Smith & Hudson*, agents for *T. R. McCready*, of Plymouth; *T. Griffiths; Ralph Wood & Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

In re **Waxed-Papers Ltd.**

Slesser and Romer, L.JJ., and Luxmoore, J. 20th April, 1937.

COMPANY—SCHEME OF ARRANGEMENT—PREFERENCE SHAREHOLDERS—MEETING TO CONSIDER SCHEME—RESOLUTION TO DEFER CONSIDERATION—PROXY-HOLDER—EXTENT OF POWERS.

Appeal from a decision of Bennett, J. (81 SOL. J. 256).

In order to obtain the court's sanction to a scheme of arrangement, an application under the Companies Act, 1929, was made to enable the company to call meetings of the shareholders, one A being appointed chairman. The meeting was convened and proxy forms were sent to the preference shareholders, filled in with the name of A, or failing him, B. The appointment was "to act for me/us at a meeting . . . for the purpose of considering and, if thought fit, approving, with or without modification, the proposed scheme" and "at such meeting or at any adjournment thereof to vote for me/us and in my/our name for/against the said scheme, either with or without modification, as my/our proxy may approve." A took the chair at the meeting. Before the resolution for the approval of the scheme was put to the vote, a resolution was moved by several preference shareholders that its consideration should be deferred until after the results of the previous year's trading had been laid before the shareholders and accepted by a large majority on a show of hands. The chairman having demanded a poll under the proxies, and by means of them defeated the resolution by a considerable majority, Bennett, J., sanctioned the scheme, holding that the chairman was entitled so to use the proxies.

SLESSER, L.J., dismissing the appeal of the opposing shareholders, said that the technical objection to the use of the proxies failed on the language of the proxy itself, which was wide enough to enable the holder to vote on any incidental or ancillary matter which might arise before the main question was considered. Moreover, the document provided that the appointed proxy could vote at the meeting or any adjournment thereof.

ROMER, L.J., and LUXMOORE, J., agreed.

COUNSEL: *Christie*, K.C., and *Sir Hugh Tooth; Cohen*, K.C., and *P. Sykes*.

SOLICITORS: *Nordon & Co.; Leonard Tubbs & Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re **Ward's Estate; Ward** *v.* **Ward.**

Simonds, J. 20th April, 1937.

WILL—CONSTRUCTION—BEQUEST FOR CHILDREN'S OUTING—WHETHER CHARITABLE.

A testator by his will gave "to British Legion Eastleigh Club £100 on trust, interest to be used for the children's outing . . ." For sixteen years the British Legion Club and Institute, Eastleigh, had organised an annual outing for the children of ex-service men, members of the club and for the last five years the testator had accompanied the children and paid for their amusements. The question arose whether this was a good charitable gift.

SIMONDS, J., in giving judgment, said that the gift could only be supported if it were charitable. If this had been a gift to the club to spend as they liked there would have been no difficulty. This gift could not be supported as a gift for a definite class of the community, for the children of the ex-servicemen who happened to be members would be a fluctuating body of private individuals and therefore, not the objects of a charitable trust (*Verge* v. *Somerville* [1924] A.C., at p. 499). The gift could only be supported as one for educational purposes. The nearest case to this was *In re Mellody* [1918] 1 Ch., at p. 230. There was no reason to suppose that the outing would be used only for the purposes of a "juvenile beanfeast," or to doubt that it would be used for the purpose of instructing the children. It could well be regarded as serving a definite educational purpose. It was a good charitable gift.

COUNSEL: *A. Nesbitt; Danckwerts; P. Sykes.*

SOLICITORS: *Hancock & Willis*, for *Harris & Bowker*, of Winchester; *Cameron Kemm & Co.*, for *J. C. Dominy*, of Eastleigh.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

In re **Warwick's Settlement Trusts; Greville Trust Co.** *v.* **Grey.**

Farwell, J. 21st, 22nd and 28th April, 1937.

SETTLEMENT—LAND CHARGED WITH JOINTURE AND INTEREST ON PORTIONS—DEFICIENCY OF INCOME—FULL PAYMENT BY ASSIGNEE OF TENANT FOR LIFE—CLAIM TO BE RECOUPED FOR EXPENDITURE OF HIS OWN MONEYS.

By a settlement made in 1909, the 6th Earl of Warwick then Lord Brooke, charged certain estates to which he was absolutely entitled in reversion expectant with the payment of a jointure to his wife and with portions for the children of his marriage, together with interest thereon. Having succeeded to the title and the estates, he made his will in 1924, bequeathing the estates charged to trustees, directing that till after a period of twenty years from the death of the survivor of certain specified lives they should hold the settled hereditaments for the person who should for the time being be

Earl of Warwick, in each case during his life, and after the expiration of the period in trust for the person who should at that time be Earl in tail male. He died in 1928, and his eldest son succeeded to the title and the property. In 1932, being then of full age, he entered into an agreement with the plaintiffs, an unlimited company, to sell them his equitable life interest, the company undertaking to discharge all outgoings and liabilities. In the three following years, the rents and profits received by them were not sufficient to pay in full the jointure and the interest charged on the estates, but, voluntarily and without any notice to the persons interested in the estate, they paid the deficiency out of other moneys belonging to them. They now sought a declaration that they were entitled to be recouped out of capital to the extent of the payment of the deficiency.

FARWELL, J., in giving judgment, said that *Kensington* v. *Bouverie*, 7 H.L.C. 557, on which the plaintiffs relied, dealt only with the claim of a tenant for life, or his legal personal representative, to recoupment after the determination of the life interest. Other considerations applied in the case of a claim to a charge in respect of interest during the continuation of the life tenancy. The claimant had to show that there had been payment out of his own moneys and what actual amounts he had paid and received. If there had been mismanagement of the property so that the income received was less than the income which could have been received given good management, and which would have been sufficient, no such equity would exist. Further, in *Kensington* v. *Bouverie*, *supra*, it was held that the equity could not be successfully asserted because the tenant for life had made the payments without notice to the remainderman. In this case the payments due were a continuing charge on the income and capital. The tenant for life could not in his lifetime or, at any rate, so long as the properties remained unsold, show that there would be a deficiency in the total rents and profits received during the tenancy for life, calculated against the sums paid. A claim to a declaration of charge because in one or more years there had been a deficiency which he had chosen, without obligation, to pay out of his own moneys, could not be sustained. When the tenancy for life came to an end, or possibly when the estates were sold and the proceeds invested in securities, the position would be different. There would be no declaration made that there might be a charge in the future, but the tenant for life or his legal personal representatives would be left to see whether such an equitable right could be hereafter asserted. The question whether the company might ultimately be able to assert a claim to recoupment was future and hypothetical, but, without deciding the point, his lordship could not see why an equity should not be successfully asserted by an assignee of the rents and profits. Further, though there was no reversioner to whom notice could be given as in *Kensington* v. *Bouverie*, *supra*, the trustees represented to some extent the persons entitled to the ultimate reversion, and his lordship would have hesitated to say that notice to them could not be sufficient. But the present summons was misconceived and must be dismissed.

COUNSEL: *Radcliffe*, K.C., and *A. Mathews*; *Morton*, K.C., and *L. W. Byrne*; *Danckwerts*; *G. P. Slade*.

SOLICITORS: *Frere, Cholmeley & Co.*; *Tarry, Sherlock & King*; *May, May & Deacon*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

In re Craven's Estate; Lloyds Bank Ltd. *v.* Craven.

Farwell, J. 23rd and 27th April, 1937.

GIFT—*Donatio Mortis Causa*—MONEY AND SECURITIES BELONGING TO DONOR IN BANK—GRANTING OF POWER OF ATTORNEY WITH REGARD TO THEM—SUBSEQUENT CONVERSATION WITH HOLDER OF POWER—GIFT AND INSTRUCTIONS TO HAVE THEM TRANSFERRED TO HIS OWN NAME—INSTRUCTIONS SENT TO BANK—DONOR'S DEATH—WHETHER VALID DONATION—ESTATE ADMINISTERED IN ENGLAND—PROPERTY ABROAD—WHETHER ENGLISH OR FOREIGN LAW APPLIED.

An Englishwoman domiciled in England was possessed, in 1934, of certain securities and moneys in a bank at Monte Carlo. Being desirous of putting them into a joint account in the joint names of herself and her son, she was advised that local law made this impossible and, accordingly, she executed a power of attorney in extremely wide terms giving him power to deal with the property. On the 15th July, 1935, being about to undergo an operation which might prove fatal, she told him to get the property into his own name as she wanted him to have it in case anything happened to her. On the 18th July he posted a letter to the bank giving them these instructions. The lady died on the 20th July, the bank having in the meantime received the etter containing the instructions on which they acted. The question arose whether there had been an effective *donatio mortis causa*.

FARWELL, J., in giving judgment, said that the conditions of a good *donatio* were (1) an intention to give, but only if the donor died; (2) a giving in contemplation of death in the near future; (3) a parting with dominion over the subject matter (*In re Johnson*, 92 L.T. 357). There must be such a parting with dominion as prevented the donor dealing with the subject matter. The giving of a power of attorney was not such a parting with dominion. But the lady's subsequent instructions to her son on which he acted were sufficient. It had been argued that the ownership of the property must be determined according to the law of the place where it was, but this was a question of administration of the estate which was being administered in England according to English law. Therefore, the question must be decided according to English law, save that the acts relied on as constituting the parting with the dominion must be such as to be effective for that purpose according to the foreign law. Nothing in the law of Monaco prevented what was done from being sufficient parting with dominion. There was a valid *donatio*.

COUNSEL: *Parbury*; *Morton*, K.C., and *Rawlence*; *Hon. B. Bathurst*; *Roxburgh*, K.C., and *Boraston*; *Pennycuick*.

SOLICITORS: *Morris, Ward-Jones, Kennett & Co.*; *Gordon, Dadds & Co.*; *Vizard, Oldham, Crowder & Cash*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Samson *v.* Frazier Jelke & Co.

Hilbery, J.

21st, 22nd, 26th, 27th, and 28th January; 22nd March, 1937.

CONTRACT—DEALINGS ON STOCK EXCHANGE—FAILURE OF PRINCIPAL TO MAINTAIN AGREED MARGIN—SALE BY BROKER OF SOME OF PRINCIPAL'S SECURITIES TO PROVIDE COVER FOR REMAINDER—WHETHER ENTITLED TO DO SO.

Consolidated actions tried by Hilbery, J.

The only facts material to the question of law on which the case is reported were as follows: The plaintiff, Samson, was a speculator on the New York and London stock exchanges. The defendant firm were members of the New York stock exchange, with an office in London, but were not members of the London stock exchange. In the transactions for him on the London stock exchange, they acted as the plaintiff's agents, executing his orders through brokers, who were members of that exchange, to whom the defendants became personally liable for the fulfilment of the contracts entered into for the plaintiff. The terms arranged for dealings on margin on the London stock exchange were that the plaintiff should provide 15 per cent. margin on shares contangoed by the defendants, and 25 per cent. on shares which the defendants were unable to contango and which had to be picked

up by the brokers. The plaintiff's speculations being unsuccessful, the defendants called on him to transfer his account to other brokers or to increase his cover to 50 per cent. The plaintiff having failed to do so, the defendants first sold some of his securities to provide cover for the remainder, and then sold the remainder and closed the plaintiff's account. The plaintiff accordingly brought these actions claiming damages and an account, alleging (*inter alia*) an implied term of his agreement with the defendants that, in the event of his being in default, the defendants should have the right to close the plaintiff's account by selling all the shares then open, but not by selling some only of the shares to provide cover for the rest. *Cur. adv. vult.*

HILBERY, J., delivered a written judgment in which he held that, the plaintiff being in default at the date when the defendants sold the first lot of securities, the position on that day was similar to that in *Hilton Gibbes & Smith* v. *Morten*, in the House of Lords (2nd July, 1908) (unreported). In that case Lord Loreburn, L.C., said: "The appellant's counsel . . . urged that the brokers, although entitled to close the whole account at the proper day in March, were not entitled to close part of it and carry over the remainder. For this proposition he relied upon the decision of A. L. Smith, J., at *nisi prius* in *Samuel* v. *Rowe* (1892), 8 T.L.R. 488, and a supposed endorsement of that decision by the Court of Appeal in *Cullum* v. *Hodges* (1901), 18 T.L.R. 6. I do not think that the Court of Appeal did endorse it . . . It appears to me quite an untenable proposition to affirm broadly that a broker cannot close part of an account and carry over the remainder when his principal is in default. It must depend upon the circumstances, and I doubt if A. L. Smith, J., intended to lay down this sweeping proposition . . . I think the brokers left without proper instructions would be entitled to do what was reasonable in their own interests and those of their principal, which were largely identical, and in such a situation as the principal had here created, their action, if in good faith, ought not to be lightly condemned."

Those observations and conclusions, his lordship said, applied to the present case. The defendants had sold as they did in good faith. They had done what was reasonable in their own interests and in those of their principal. The other issues in the case having also been determined in the defendants' favour, they were entitled to judgment.

COUNSEL: *Serjeant Sullivan*, K.C., *Reginald Sharpe* and *Charles Butterfield*, for the plaintiff; *Van den Berg*, K.C., and *Clive Burt*, for the defendants.

SOLICITORS: *Wrentmore & Son*, agents for *Phœnix, Levinson and Walters*, Cardiff; *Linklaters & Paines*.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Langley Cartage Co. *v.* Jenks; Adams *v.* Same.

Lord Hewart, C.J., Humphreys and Singleton, JJ.
14th and 15th April, 1937.

ROAD TRAFFIC—TRAFFIC SIGN—SIGN AUTHORISED BY MINISTER FOR STOPPING VEHICLES FOR WEIGHING—VALIDITY—ROAD TRAFFIC ACT, 1930 (20 & 21 Geo. 5, c. 43), ss. 48, 49.

Appeals, by case stated, from a decision of Buckinghamshire justices.

An information was preferred by the respondent, Jenks, charging the appellant company with having unlawfully aided and procured the appellant Adams to fail to conform to the indication given by a traffic sign. The following facts were proved or admitted: By an authorisation in writing, dated the 5th January, 1935, the Minister of Transport authorised the erection, for the purpose of stopping any motor vehicle which a duly authorised person might require to be weighed pursuant to s. 27 of the Road Traffic Act, 1930, of traffic signs of a certain size, colour and type. In July, 1936, an inspector of weights and measures of the Buckinghamshire County Council, the person duly authorised, was by the side of a public road with a portable device comprising a board which could be revolved. On the board were authorised words, and the justices found that the device was being used to regulate the movement of traffic. On the material day, Adams, an employee of the appellant company, was driving a heavy motor car, and saw the sign, but, acting on his employers' instructions, failed to stop. It was contended for the appellants that the device in question was not a traffic sign within the meaning of s. 48 or s. 49 of the Act of 1930, and that the purported authorisation by the Minister was *ultra vires*. It was contended for the respondent that the sign was authorised by a valid authorisation and that it was a sign as defined in ss. 48 and 49 as amended by the Road Traffic Act, 1934. The justices held that the device was a traffic sign, that the vehicles the authorised person was seeking to stop were traffic, that the stopping of a vehicle was a regulation of its movement, that the device conformed to the requirements of the Act of 1930, and that the authorisation of the Minister was, therefore, *intra vires* and valid. They therefore convicted. Adams' appeal rested on the same facts.

LORD HEWART, C.J., said that the justices' conclusion was correct for the reasons which they had given. By s. 48 (9) the expression "traffic sign" included "all signals . . . signs, or other devices for the guidance or direction of persons using roads . . ." By s. 49 ". . . where any traffic sign being a sign for regulating the movement of traffic . . . has been lawfully placed on or near any road . . . any person driving . . . any vehicle who . . . (*b*) fails to conform to the indication given by the sign, shall be guilty of an offence." He (his lordship) had no doubt that the sign in question came within the definition in s. 48. The employee had failed to conform to the indication given, and properly given, by the sign. The appeals therefore failed.

HUMPHREYS and SINGLETON, JJ., agreed.

COUNSEL: *Roland Oliver*, K.C. and *David Karmel*, for the appellant company; *J. P. Eddy*, K.C. and *Colin Pearson*, for the respondent.

SOLICITORS: *Mawby, Barrie & Letts*; *Pyke, Franklin and Gould*, agents for *G. R. Crouch*, Aylesbury.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Crowe *v.* Crowe

Bucknill, J. 13th April, 1937.

DIVORCE—AMERICAN DECREE—SUBSEQUENT MARRIAGE OF RESPONDENT—WIFE'S PETITION TO TEST VALIDITY OF DECREE—PARTIES DOMICILED IN STATE OF MICHIGAN AT DATE OF DECREE—COLLUSION IN PROCEEDINGS ABROAD—COLLUSIVE AGREEMENT NOT INVOLVING ISSUE OF JURISDICTION—PETITION DISMISSED.

This was a wife's undefended petition for divorce on the ground of adultery. The parties were married in 1916. In 1922 they went to America, where the husband deserted. In 1926 at the husband's request the parties met at a lawyers' office, when it was agreed that in return for payment of a weekly sum and custody of the child the wife would allow herself to be divorced. A petition was filed on the ground of the cruelty of the wife, alleging, *inter alia*, that the husband resided in and was an inhabitant of the State of Michigan. The wife did not file an answer, and a decree was obtained. The husband re-married. Subsequently the parties returned to England and the wife instituted the present proceedings, charging the husband with adultery with the woman he had married after the decree. The husband entered an appearance to the petition under protest. Counsel, on behalf of the petitioner, stated that it had been considered a convenient way of testing the validity of the American decree for the wife

to bring the present proceedings. He submitted, that although, from an examination of the facts, it might be thought that the proceedings in the State of Michigan were collusive, yet, relying on *Bater* v. *Bater* (*otherwise Lowe*) [1906] P. 209, the foreign decree could not be impeached.

BUCKNILL, J., found, on the evidence, that at the time of the making of the decree the husband was domiciled in the State of Michigan. In dealing with the point of collusion, his lordship said that counsel had pointed out that the interview between the present petitioner and her husband at the lawyers' office in 1926 might be considered in his lordship's court to amount to collusion. What Sir Gorell Barnes (as he then was) said in *Bater* v. *Bater*, *supra*, at p. 218, he (his lordship) thought applied here, viz., "Mr. Duke argued that in many of the judgments it has been said that the courts will not recognise the decree of a foreign tribunal where it has been obtained by the collusion or fraud of the parties. But I think when those cases are examined that the collusion or fraud which was being referred to was in every case, so far as I have had time to examine the matter, collusion or fraud relating to that which went to the root of the matter, namely, the jurisdiction of the court. In other words, as an illustration, cases where the parties had gone to a foreign country and were not truly domiciled there and represented that they were domiciled there and so had induced the court to grant a decree. Collusion or fraud in those cases goes to the root of the jurisdiction. There is no jurisdiction if there is no domicil, and therefore collusion and fraud has entered into many of these cases in a way that went to fortify the view that where there is no domicil there is no jurisdiction. But supposing that what was kept back was something that would have made the court come to a different conclusion than it did, I can see no valid reason in the judgments in cases affecting status for treating the decree as a nullity unless it is set aside." If in the present case the husband and wife had fraudulently tried to establish jurisdiction in America by submitting facts relating to domicil which were untrue, it might well be that the court here would say, on proof of that, that the decree was invalid. The mere fact that there might have been some arrangement as to the method of procedure to be adopted did not in his (his lordship's) opinion invalidate the decree.

Petition dismissed.

COUNSEL: *F. S. H. Bryant*, for the petitioner.

SOLICITORS: *Godfrey Warr & Co.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Reviews.

The Law of Principal and Surety. By The Right Hon. Sir SIDNEY ARTHUR TAYLOR ROWLATT, P.C., K.C.S.I., M.A., lately one of the Judges of the King's Bench Division of the High Court of Justice; late Fellow of King's College, Cambridge. Third Edition. 1936. By A. A. MOCATTA, B.A., of the Inner Temple and the Northern Circuit, Barrister-at-Law. Demy 8vo. pp. liii and (with Index) 356. London: Sweet & Maxwell, Ltd. 22s. 6d. net.

The first edition of this now classic work appeared in December, 1898. On that occasion the author, with characteristic modesty, admitted the subject to be difficult, and excused himself on that account for the errors which he said he did not doubt that the book contained. The editor of the third edition states in a preface that "it has not been found necessary in preparing this edition to make any extensive alterations to the last edition of this work." A statement of this nature enhances the feeling of humility with which the reviewer naturally approaches the task of examining a work by a great lawyer such as Sir Sidney Rowlatt. A book which requires little alteration in ten years except the adding of recent cases and statutes vindicates itself and needs no external praise.

The most important question raised in recent years with regard to the contract of guarantee is, as the editor states, whether there is in the formation of a contract *uberrimae fidei*, or whether there is no higher duty than in the case of an ordinary contract. Both the House of Lords and the Privy Council in *Workington Harbour Board* v. *Trade Indemnity Co.*, 54 Ll.L. Rep. 103, and *Mackenzie* v. *The Royal Bank of Canada* [1934] A.C. 468 respectively, expressly left the question open. In the latter case counsel for the respondents argued that *North British Insurance Co.* v. *Lloyd* (1854), 10 Ex. Ch. 523, was an authority for the view that it was not a contract *uberrimae fidei*, and that the statement to the contrary in "Rowlatt on Principal and Surety," 2nd ed., p. 158, was not supported by the authorities. The cases are carefully examined in the third edition, and the law is now stated with a clarity and accuracy that would satisfy the most exacting critic.

On other disputed points also the editor has expressed himself with proper caution. The conflict between *Bernardi's Case* [1931] 2 K.B. 188, and *McColl's Case* [1932] 2 K.B. 423 on the one hand and *Jenkins* v. *Coomber* [1898] 2 Q.B. 168, and *Shaw* v. *Holland* [1913] 2 K.B. 15 on the other, is clearly put, and the editor submits, on the authority of Goddard, J., in *McColl's Case* that the latter two cases are no longer good law. Actually, the doubts as to the soundness of these two cases were very clearly put by Wright, J., as he then was, in *Bernardi's Case*, at p. 193, where he said that both cases were decided on the view, now decisively rejected, in *McDonald* (*Gerald*) *& Co.* v. *Nash & Co.* [1924] A.C. 625, that s. 20 of the Bills of Exchange Act, 1882, could only be relied on where the indorsement was on a blank piece of stamped paper, or at least, could not be relied on where the omission was in regard to the indorsement.

This new edition of the work will satisfy all those who are familiar with the previous editions, as it maintains their high standard of scholarship. It will continue to find a useful place on the bookshelves of members of both branches of the profession.

Private Companies: their Management and Statutory Obligations. By STANLEY BORRIE, Solicitor. Fourth Edition. 1936. Demy 8vo. pp. xii and (with Index) 205. London: Jordan & Sons, Ltd. 5s. net.

This work first appeared in December, 1932, and met with immediate success, the second edition being published in August, 1933. While primarily intended for the guidance of secretaries of small private companies, its comprehensiveness and accuracy have recommended it to legal advisers. It is a work of a highly practical nature and contains information on a variety of topics connected with the registration, agreements, privileges, members, directors, capital, meetings and winding up of private companies. There is a useful table of fees and duties to be paid on incorporation, and also a table of documents required to be lodged with the Registrar, with particulars as to the persons required to sign them, the time for lodging them and the penalties for default. A pleasing absence of undue technicality as well as a high degree of lucidity and accuracy explain the success of the volume.

The Law Relating to Housing and the Housing Acts. By ALFRED R. TAYLOUR, M.A., F.R.S.A., of Lincoln's Inn, Barrister-at-Law. Second Edition, 1937. Demy 8vo. pp. xcv and (with Index) 749. London: Hadden, Best and Co., Ltd. 42s. net.

The publication of a second edition of this work upon the heels of the first has been necessitated by the coming into operation of the consolidating legislation of 1936. The unrepealed sections of the Housing Acts, 1930 and 1935, and so much of earlier Acts still in force are, with the Housing Act, 1936, reproduced and annotated, so that the work

presents a complete record of existing housing legislation. The needs of local government officials and members of the legal profession are considered, and the former will find useful the somewhat lengthy section of the work (150 pages) devoted to reprints of Ministry of Health regulations, circulars, memoranda, etc. A place might well have been found in this section for the Housing Act (Operation of Overcrowding Provisions) Orders, particularly as the reference in regard to the appointed day in s. 68 would have more suitably made to them than to Circular 1539, which is merely declaratory of the policy they effect. Nor is it easy to justify the retention unrevised of an introduction written, as is explained, before the Act of 1936 was passed. There is a special chapter on accounts and finance, while a table of comparisons enables the reader to trace at a glance the sources of the various sections of the Housing Act, 1936.

Conveyancing Costs. By T. O. CARR. 1937. Demy 8vo. pp. iii and (with Index) 84. London: Sweet & Maxwell, Ltd. 6s. net.

The principal difficulty with regard to conveyancing costs is that they are tedious to calculate. The General Order, 1936, which restored the 33⅓ per cent. increase to the fees provided by the General Order, 1882, added to the difficulties in that it rendered useless all the existing scales. The present volume is, therefore, a welcome addition to the costs draftsman's bookshelf. The necessary general orders are set out *in extenso*, and these are followed by many useful notes of decisions and opinions. There are nearly fifty pages of scales, and the point which impresses one at once is that they are usefully extensive. The scales for sales and purchases by private contract and for mortgages, in fact, range from £50 to £100,000 which, it will be remembered, is the maximum upon which a solicitor may charge the scale remuneration. The scales for leases are particularly helpful, for they extend in multiples of £5 to a rent of £2,000. One notices the absence of any scales for auction sales, but the inclusion of such a scale would, of course, increase the size of the book out of proportion to the usefulness of the added matter. The grouping, and the arrangement of the scales in adjacent columns, saves much time when searching for the appropriate fee.

Books Received.

Tolley's Income Tax Tables for 1937–38. Compiled by CHAS. H. TOLLEY, A.C.I.S., F.A.A., Accountant. 1937. London: Waterlow & Sons, Ltd. 1s. net.

Mews' Digest of English Case Law. Quarterly Issue, April, 1937. By G. T. WHITFIELD HAYES, Barrister-at-Law. London: Sweet & Maxwell, Ltd.; Stevens & Sons, Ltd.

A Digest of the Law of Partnership. By The Right Honourable Sir FREDERICK POLLOCK, Bart., K.C., D.C.L., of Lincoln's Inn. Thirteenth Edition, 1937. Demy 8vo. pp. xxvii and (with Index) 269. London: Stevens & Sons, Ltd. 10s. net.

Banking and Currency. By ERNEST SYKES, B.A. (Oxon), Fellow and formerly Secretary of the Institute of Bankers. Eighth Edition, 1937. Crown 8vo. pp. xiv and (with Index) 316. London: Butterworth & Co. (Publishers), Ltd. 5s. net.

Summerhays and Toogood's Precedents of Bills of Costs. Eleventh Edition, 1937. By R. S. SUMMERHAYS, Solicitor, and G. H. RICKARDS, B.A. (Oxon), Solicitor. Royal 8vo. pp. xxix and (with Index) 899. London: Butterworth and Co. (Publishers), Ltd. 45s. net.

Jordan's Income Tax Guide, 1937–38. Compiled by CHARLES W. CHIVERS. Crown 8vo. pp. 32. London: Jordan and Sons, Ltd. Price 6d.

Parliamentary News.

Progress of Bills.

House of Lords.

Children and Young Persons (Scotland) Bill.
Amendments reported. [6th May.
Coal Mines (Employment of Boys) Bill.
Amendments reported. [6th May.
County Councils Association Expenses (Amendment) Bill.
Royal Assent. [6th May.
General Cemetery Bill.
Royal Assent. [6th May.
Harbours, Piers and Ferries (Scotland) Bill.
Royal Assent. [6th May.
Local Government (Financial Provisions) (Scotland) Bill.
Royal Assent. [6th May.
Maternity Services (Scotland) Bill.
Royal Assent. [6th May.
Ministry of Health Provisional Order Confirmation (Earsdon Joint Hospital District) Bill.
Royal Assent. [6th May.
Ministry of Health Provisional Order Confirmation (South Nottinghamshire Joint Hospital District) Bill.
Royal Assent. [6th May.
Rochdale Corporation Bill.
Read First Time. [6th May.
Special Areas (Amendment) Bill.
Royal Assent. [6th May.
Watford Corporation Bill.
Read First Time. [6th May.
Widows', Orphans' and Old Age Contributory Pensions (Voluntary Contributors) Bill.
Read First Time. [6th May.

House of Commons.

Ashdown Forest Bill.
Read First Time. [6th May.
Berkshire County Council Bill.
Read First Time. [6th May.
East Anglesey Gas Bill.
Reported, with Amendments. [6th May.
Hastings Extension Bill.
Read First Time. [6th May.
Hertfordshire County Council (Colne Valley Sewerage, &c.) Bill.
Read First Time. [6th May.
Kent Electric Power Bill.
Read First Time. [6th May.
Marriages Provisional Orders Bill.
Reported, without Amendment. [6th May.
Ministry of Health Provisional Order (Clevedon Water) Bill.
Read First Time. [6th May.
Ministry of Health Provisional Order (Maidenhead Water) Bill.
Read First Time. [6th May.
Ministry of Health Provisional Order (Sevenoaks Water) Bill.
Read First Time. [6th May.
Ministry of Health Provisional Order (Tonbridge Water) Bill.
Read First Time. [6th May.
Ministry of Health Provisional Order (Wisbech Water) Bill.
Read First Time. [6th May.
Ministry of Health Provisional Order (Yeadon Water) Bill.
Read First Time. [6th May.
Rochdale Corporation Bill.
Read Third Time. [6th May.
Saint Paul's and Saint James' Churches (Sheffield) Bill.
Read First Time. [6th May.
Staffordshire Potteries Water Board Bill.
Reported, with Amendments. [6th May.
Watford Corporation Bill.
Read Third Time. [6th May.
Widows', Orphans' and Old Age Contributory Pensions (Voluntary Contributors) Bill.
Read Third Time. [6th May.

Questions to Ministers.

INTERPRETATION ACT.

SIR A. WILSON asked the Attorney-General whether, in view of the number of statutory definitions now scattered through the Statute Book, the Government will consider the early preparation and introduction of a new Interpretation Bill.

THE ATTORNEY-GENERAL: I will bear my hon. Friend's suggestion in mind, but I would point out to him that the great majority of statutory definitions are intended to be used for the purpose of particular Acts and that very few are of general application. I doubt, therefore, whether a new Interpretation Act would be found of much value to hon. members or the public at large, or indeed to anyone except officials of the Parliamentary Counsel Office. [6th May.

PATERNITY DISPUTES.

MR. SORENSEN asked the Home Secretary whether he will consider making blood tests legally necessary in the case of paternity disputes brought into court.

SIR J. SIMON: As the hon. Member realises, legislation would be necessary to give effect to this proposal, and I am not in a position to make any statement as to legislation on this subject.

MR. SORENSEN: Would the right hon. Gentleman encourage legislation in this direction, seeing that blood tests would be a very useful method of settling disputes which could not otherwise be settled, and in view of that, would he take steps to have the whole matter seriously considered.

SIR J. SIMON: There are a great many matters which probably deserve further attention here, and I doubt whether this is one which could be put in the front of the Government programme. Of course, it is a matter upon which any private member might hope to bring in a Bill at the proper time. [6th May.

Legal Notes and News.

Coronation Legal Honours.

EARL.

The Right Hon. VERE BRABAZON, EARL OF BESSBOROUGH, G.C.M.G. Called to the Bar by the Inner Temple in 1903.

VISCOUNT.

The Right Hon. Sir ROBERT STEVENSON HORNE, G.B.E., K.C., LL.D., M.P., Member of Parliament for Hillhead since 1918. Minister of Labour, 1919. President of the Board of Trade, 1920–21. Chancellor of the Exchequer, 1921–22. Called to the Scottish Bar in 1896. For political and public services.

BARON.

Sir GEORGE BOWYER, Bt., M.C., D.L., M.P., Member of Parliament for the Buckingham Division since December, 1918. Vice-Chairman of the Conservative Party, 1930–35. A Conservative Whip, 1925 to 1935. Comptroller of His Majesty's Household, 1935. A Lord Commissioner of H.M. Treasury, 1926–29. Called to the Bar by the Inner Temple in 1909. For political and public services.

PRIVY COUNCILLORS.

EDWARD LESLIE BURGIN, Esq., LL.D., M.P., Member of Parliament for Luton since 1929. Parliamentary Secretary to the Board of Trade since 1932. Admitted a solicitor in 1909.

Sir FELIX CASSEL, Bt., K.C., Judge Advocate-General, 1916–1934. Called to the Bar by Lincoln's Inn in 1894.

Colonel Sir GEORGE LOYD COURTHOPE, Bt., M.C., T.D., J.P., D.L., M.P., Member of Parliament for the Rye Division of Sussex since 1906. A Forestry Commissioner. Called to the Bar by the Inner Temple. For political and public services.

The Hon. Sir PATRICK DUNCAN, G.C.M.G., Governor-General of the Union of South Africa. Called to the Bar by the Inner Temple in 1907.

ISAAC FOOT, Esq., Member of Parliament for Bodmin, 1922–23 and 1929–35. Secretary for Mines, 1931–32. Admitted a solicitor in 1902. For political and public services.

The Hon. ERNEST LAPOINTE, K.C., Minister of Justice and Attorney-General, Dominion of Canada.

The Right Hon. Sir ROBERT WILLIAM HUGH O'NEILL, Bt., LL.D., M.P., Member of Parliament for Mid-Antrim, 1915–22, and for County Antrim since 1922. Member of Parliament for County Antrim in the Parliament of Northern Ireland, 1921-29. First Speaker of the House of Commons of Northern Ireland, 1921-29. Called to the Bar by the Inner Temple in 1909. For political and public services.

FREDERICK WILLIAM PETHICK-LAWRENCE, Esq., M.P., Member of Parliament for Leicester West, December, 1923, to October, 1931, and for Edinburgh East since November, 1935. Financial Secretary to the Treasury, June, 1929, to October, 1931. Called to the Bar by Lincoln's Inn. For political and public services.

JOHN TWEEDSMUIR, Baron, G.C.M.G., C.H., Governor-General of the Dominion of Canada. Called to the Bar by the Middle Temple in 1901.

BARONETS.

The Right Hon. Sir RICHARD DAWSON BATES, O.B.E., D.L., M.P., Minister of Home Affairs, Northern Ireland. Admitted a solicitor in 1900.

Sir DAVID MILNE-WATSON, LL.D., D.L., President of the National Gas Council and Governor of the Gas Light and Coke Company. Called to the Bar by the Middle Temple in 1896.

ROBERT EATON WHITE, Esq., V.D., D.L., For political and public services in the County of Suffolk extending over a long period of years. Called to the Bar by the Inner Temple in 1890.

KNIGHTS BACHELOR.

The Right Hon. ANTHONY BRUTUS BABINGTON, K.C., M.P., Attorney-General, Northern Ireland.

KENNETH WILLIAM BARLEE, Esq., Barrister-at-Law, Indian Civil Service, Puisne Judge of the High Court of Judicature at Bombay.

JOHN BENNETT, Esq., Vice-Chancellor of the County Palatine of Lancaster. Called to the Bar by Lincoln's Inn in 1900.

ARCHIBALD CAMPBELL BLACK, Esq., O.B.E., K.C., Procurator of the Church of Scotland since 1935.

HUBERT ARTHUR DOWSON, Esq., Solicitor, of Nottingham. President of The Law Society. Admitted a solicitor in 1888.

OSCAR FOLLETT DOWSON, Esq., C.B.E., Legal Adviser, Home Office. Called to the Bar by the Inner Temple in 1905.

FREDERICK LOUIS GRILLE, Esq., Barrister-at-Law, Indian Civil Service, Puisne Judge of the High Court of Judicature at Nagpur, Central Provinces.

ROBERT ERNEST JACK, Esq., Indian Civil Service, Puisne Judge of the High Court of Judicature at Fort William in Bengal.

KENNETH MCINTYRE KEMP, Esq., Barrister-at-Law, J.P., Advocate-General, Bombay.

CHARLES EWAN LAW, Esq., Colonial Legal Service, Chief Justice, Zanzibar. Called to the Bar by the Middle Temple in 1905.

GILBERT MCILQUHAM, Esq., J.P. For political and public services in Gloucestershire. Admitted a solicitor in 1886.

Judge ALLAN GEORGE MOSSOP, Judge of His Majesty's Supreme Court for China. Called to the Bar by the Inner Temple in 1908.

ALEXANDER WEST RUSSELL, Esq., M.P., Member of Parliament for Tynemouth since November, 1922. Called to the Bar by the Middle Temple in 1920. For political and public services.

JOSHUA SCHOLEFIELD, Esq., K.C., Chairman of the Railway Assessment Authority; President, London Passenger Transport Arbitration Tribunal. Called to the Bar by the Middle Temple in 1900.

JOHN TAYLOR, Esq. Admitted a solicitor in 1901. For political and public services in Blackburn.

JOHN GIBB THOM, Esq., D.S.O., M.C., Puisne Judge of the High Court of Judicature at Allahabad, United Provinces.

PELHAM FRANCIS WARNER, Esq., M.B.E. Called to the Bar by the Inner Temple in 1900. For services to sport.

ORDER OF THE BATH.

G.C.B.

The Right Hon. Sir ISAAC ALFRED ISAACS, G.C.M.G., formerly Governor-General of the Commonwealth of Australia; Chief Justice of Australia, 1930–31.

K.C.B.

Sir GERALD WOODS WOLLASTON, K.C.V.O., Garter Principal King of Arms. Called to the Bar by the Inner Temple in 1899.

C.B.

WILLIAM JOHN BRAITHWAITE, Esq., Commissioner for the Special Purposes of the Income Tax Acts. Called to the Bar by the Inner Temple in 1911.

ORDER OF THE STAR OF INDIA.

K.C.S.I.

Sir MUHAMMAD ZAFRULLAH KHAN, Barrister-at-Law, Member of the Governor-General's Executive Council.

ORDER OF ST. MICHAEL AND ST. GEORGE.

G.C.M.G.

Sir ROBERT RANDOLPH GARRAN, K.C.M.G., K.C. For public services in the Commonwealth of Australia.

The Right Hon. Sir MICHAEL MYERS, K.C.M.G., Chief Justice, Dominion of New Zealand.

K.C.M.G.

The Hon. Sir FREDERICK WOLLASTON MANN, LL.M., Lieutenant-Governor and Chief Justice of the State of Victoria.

C.M.G.

HARRIE DALRYMPLE WOOD, Esq., LL.B., Prothonotary of the Supreme Court, State of New South Wales.

ORDER OF THE INDIAN EMPIRE.

K.C.I.E.

MALIK SIR FIROZ KHAN NOON, Barrister-at-Law, High Commissioner for India in London.

C.I.E.

WALTER ROBERT GEORGE SMITH, Esq., Barrister-at-Law, Indian Police, Commissioner of Police, Bombay. Called to the Bar by Gray's Inn in 1933.

ROYAL VICTORIAN ORDER.

G.C.V.O.

The Right Hon. Sir JOHN ALLSEBROOK SIMON, G.C.S.I., K.C.V.O., O.B.E., K.C., M.P. Member of the Inner and Middle Temples. Called to the Bar in 1899.

C.V.O.

COLIN MACKENZIE BLACK, Esq., W.S.

M.V.O.

JOHN DUNAMACE HEATON-ARMSTRONG, Esq. Called to the Bar by the Inner Temple in 1912.

ORDER OF THE BRITISH EMPIRE.

K.B.E.

GEORGE BERNARD LOMAS-WALKER, Esq. For political and public services in the West Riding of Yorkshire. Admitted a solicitor in 1903.

EVELYN JOHN MAUDE, Esq., C.B., Deputy Secretary, Ministry of Health. Called to the Bar by Lincoln's Inn in 1908.

C.B.E.

Colonel HUGH SCOTT BARRETT, O.B.E., T.D., late Extra Regimentally Employed List, Officer in Charge (Military Deputy of the Judge Advocate-General), Military and Air Force Department, Office of the Judge Advocate General of the Forces. Called to the Bar by the Inner Temple in 1911.

BERNARD RICHARD MEIRION DARWIN, Esq. Called to the Bar by the Inner Temple in 1904. For services to literature and sport.

GEORGE GILLIES MENNELL, Esq., Secretary and Assistant Commissioner, Civil Service Commission. Called to the Bar by Lincoln's Inn in 1905.

SUSIL CHANDRA SEN, Esq., Solicitor to the Central Government at Calcutta.

O.B.E.

EDWARD THOMAS LOVELL BAKER, Esq., Clerk, Ouse Catchment Board. Admitted a solicitor in 1923.

HUGH NICHOLAS LINSTEAD, Esq., Secretary and Registrar of the Pharmaceutical Society of Great Britain. Called to the Bar by the Middle Temple in 1929.

Lieutenant-Colonel and Brevet Colonel EDGAR HENRY NEWTON, T.D., 1st Anti-Aircraft Divisional Royal Army Service Corps, Territorial Army. Admitted a solicitor in 1919.

NEOPTOLEMOS PASCHALIS, Esq., Colonial Legal Service, Solicitor-General, Cyprus.

Alderman FRANK GIBBS RYE, Chairman of the Westminster Savings Committee. Admitted a solicitor in 1901.

Lieutenant-Colonel and Brevet Colonel CHARLES BEECHEY SPENCER, T.D., late Territorial Army. Admitted a solicitor in 1923.

GEORGE PERCY WARNER TERRY, Esq., Secretary of the British Waterworks Association. Called to the Bar by the Middle Temple in 1898.

M.B.E.

DES RAJ NARANG, Esq., Barrister-at-Law, Special Magistrate Basti, United Provinces.

ROBERT ANDERSON ROXBURGH, Esq., Deputy Clerk of Session, Court of Session, Edinburgh.

THEODORICO SAVEDRA SALDANHA, Esq., Barrister-at-Law, First-Class Subordinate Judge (retired), Bombay.

ROYDEN ERNSCLIFFE TAYLOR, Esq., Registrar, Supreme Court, Grenada, Windward Islands.

Honours and Appointments.

The Lord Chancellor has nominated The Honourable Mr. Justice FINLAY, K.B.E., to be *ex-officio* Commissioner for England under the Railway and Canal Traffic Act, 1888.

The Lord Chancellor has appointed Mr. REGINALD CHARLES RICHARD MASON to be the Registrar of Farnham and Aldershot County Court as from the 10th day of May, 1937.

The Colonial Office announces the appointment in the Colonial Service of Mr. S. E. ELLIS, as Crown Counsel, Gold Coast.

Mr. J. KENNETH HOPE, Deputy Clerk, is recommended for the post of Clerk to the Durham County Council, in succession to the late Mr. Harold Jevons. Mr. Hope was admitted a solicitor in 1922.

Mr. J. G. JEUDWINE has been appointed to succeed the late Mr. Norman E. Snow as Clerk to the Sleaford (Lincs) Magistrates. Mr. Jeudwine, who was admitted a solicitor in 1904, has been deputy clerk for eighteen years.

Mr. C. KENT WRIGHT, B.A. (Oxon), Town Clerk of Stoke Newington, has been elected Chairman of the Council of the Institute of Public Administration for the ensuing year. Mr. Wright was admitted a solicitor in 1924.

Mr. S. BRIGGS, Assistant Solicitor, Bootle, has been appointed Town Clerk of Widnes. Mr. Briggs was admitted a solicitor in 1935.

Notes.

Mr. H. G. Alexander, of Cardiff, has been elected President of the Auctioneers' and Estate Agents' Institute for the next twelve months, in succession to Mr. E. W. Eason.

The Lord Chancellor has decided to establish a District Registry of the High Court at Rhyl. At present the District Registries for High Court litigation purposes are at Bangor and Chester.

The Treasurer (His Honour A. W. Bairstow, K.C.) and the Masters of the Bench of the Inner Temple held a dinner in Hall on Friday, 7th May, in celebration of the coronation of King George VI.

The Search Rooms of the Public Record Office will be closed for cleaning purposes from 20th to 25th September next inclusive. Special arrangements will be made for the transaction of urgent legal business.

A selection from the official series of Coronation Rolls, together with other documents connected with past coronations, has been arranged as a special exhibit in the museum of the Public Record Office, Chancery Lane.

Mr. Patrick Maxwell, a Londonderry solicitor, has been returned unopposed as Nationalist member in the Northern Ireland House of Commons for the Foyle Division of Londonderry. He succeeds the late Mr. J. J. McCarroll (Nationalist).

By Order of the Garden Committee of the Inner Temple, of which the King is the Senior Master of the Bench, a tulip tree was planted in the garden to commemorate his Coronation. The Lord Chief Justice of England, Lord Justice Slesser, and the Master of the Garden were present at the ceremony.

The Honorary Freedom of the Borough of Saffron Walden has been conferred on Mr. William Adams, Deputy Lieutenant of Essex, in recognition of his forty years' service as Town Clerk, and in appreciation of his public work on several county administrative bodies. Mr. Adams was admitted a solicitor in 1887.

The University of London announces that a lecture on "Recent Movements in Jurisprudence—the Quest of Objectivity" will be given at University College, London (Gower Street, W.C.1), by Professor Roscoe Pound (Dean of the Faculty of Law and Professor of General Jurisprudence in Harvard University), at 5.30 p.m. on Wednesday, 19th May. The lecture is addressed to students of the University and to others interested in the subject. Admission free, without ticket.

Wills and Bequests.

Mr. Charles Scorer, solicitor, of Lincoln, left £79,789, with net personalty £76,387.

Mr. Reginald Calloway Adamson, solicitor, of Monkseaton and of North Shields, left property of the value of £14,871, with net personalty £13,049. He left £100 to the North Shields and Tynemouth Dispensary.

Mr. Thomas Henry Cleaver, solicitor, of Birmingham, left £18,928, with net personalty £18,807.

Mr. Frank Herbert Jagger, solicitor, of Llangollen, left £71,226, with net personalty £68,584.

Mr. Isaac Horace Mawson, solicitor, of Stanwix, Carlisle, left £16,878, with net personalty £15,478.

Mr. George Lissant Collins, solicitor, of Rochdale, left £16,912, with net personalty £15,553.

Mr. Henry Richard Giles, retired solicitor, of Ellesmere, Salop, left £114,040, with net personalty £113,784.

Sir William Hargreaves Leese, solicitor, of Chelsea, and of Old Jewry, left £53,951, with net personalty £46,958.

Mr. James Ley Douglass, solicitor, of Market Harborough, left £18,627, with net personalty £13,426.

Mr. Ronald Peake, solicitor, of Bedford Row, W.C., and of Ashtead, left £32,614, with net personalty £16,253.

Mr. Alban Chavasse, solicitor, of Bickley, and of Westminster, left £34,372, with net personalty £31,554.

Mr. William Holloway, solicitor, of Lincoln's Inn Fields, left £46,615, with net personalty £46,320.

Mr. Hugh Murray Ingledew, solicitor, of Cardiff, left, so far as can at present be ascertained, £21,097, with net personalty £16,452.

Mr. Edward Rhodes Moorhouse, M.A., solicitor, of Finchley Road, N.W., and formerly of Victoria Street, S.W., left estate of the gross value of £59,196, so far as at present can be ascertained, with net personalty £57,608. He left £500 to the British Sailors' and Soldiers' Society.

Mr. George Parr, retired solicitor, of Nottingham, left £37,548, with net personalty £30,752.

Mr. Joseph James, solicitor, of Barnt Green, Worcester, and of Birmingham, left £25,375, with net personalty £25,174.

GONVILLE AND CAIUS COLLEGE, CAMBRIDGE.

Under the provisions of the will of the late William Munro Tapp, LL.D., solicitor, of London, a former member of the College, who died on 23rd January, 1936, Gonville and Caius College, Cambridge, has become the residuary legatee and will eventually receive the sum of approximately £150,000, the largest benefaction in the course of its history. Dr. Tapp made provision that the whole of his benefaction should be devoted to the foundation of scholarships, studentships and fellowships at his College. One-half of the total sum is required by his will to be used for the furtherance of the study of law in this manner. While the greater part of the income derived from this munificent bequest will not be available for these purposes until a number of life interests have terminated, the Council of the College are able to establish forthwith one Tapp Fellowship for Research, six Tapp Entrance Scholarships of the value of £100 per annum each and three Tapp Post-Graduate Scholarships in Law of the value of £200 per annum. Two Entrance Scholarships will be offered every year for open competition in the Scholarship Examination held in December; one is restricted to candidates who intend to read law during the whole or part of their University career.

The first election to a Post-Graduate Scholarship will be made in June, 1937, and thereafter the election will be annual. Candidates for the Post-Graduate Scholarships must have a *bona fide* intention of preparing themselves while holding the scholarship for the profession of law in the United Kingdom or in some other part of the British Empire, either as a practising member of a branch of the profession or as a teacher of law. Candidature is restricted to members of the College not above standing for the M.A. degree. The tenure of the scholarships is three years.

NOTICE TO CONTRIBUTORS.

The Editor will be pleased to consider for publication contributions and correspondence from any professional source upon matters of legal interest.

All contributions (including correspondence) should be typewritten and on one side of the paper only, and must be accompanied by the name and address of the contributor.

The Editor is unable to accept any responsibility for the safe custody of contributions submitted to him, and copies should therefore be retained. The Editor will, however, endeavour in special circumstances to return unsuitable contributions within a reasonable period, if a request to this effect and a stamped addressed envelope are enclosed with the manuscript.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 27th May, 1937.

	Div. Months.	Middle Price 11 May, 1937.	Flat Interest Yield.	‡Approximate Yield with redemption
			£ s. d.	£ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	109¾	3 12 11	3 6 6
Consols 2½%	JAJO	77	3 4 11	—
War Loan 3½% 1952 or after	JD	102½	3 8 7	3 6 6
Funding 4% Loan 1960-90	MN	111	3 12 1	3 6 2
Funding 3% Loan 1959-69	AO	96	3 2 6	3 4 1
Funding 2¾% Loan 1952-57	JD	92¾xd	2 19 4	3 5 0
Funding 2½% Loan 1956-61	AO	87½	2 17 2	3 5 2
Victory 4% Loan Av. life 22 years	MS	109¾	3 12 11	3 7 4
Conversion 5% Loan 1944-64	MN	113¼	4 8 3	2 14 7
Conversion 4½% Loan 1940-44	JJ	107¾	4 3 6	1 16 5
Conversion 3½% Loan 1961 or after	AO	102	3 8 8	3 7 6
Conversion 3% Loan 1948-53	MS	100½	2 19 8	2 18 11
Conversion 2½% Loan 1944-49	AO	98½	2 10 10	2 13 6
Local Loans 3% Stock 1912 or after	JAJO	88½	3 7 10	—
Bank Stock	AO	342½	3 10 1	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	80	3 8 9	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	88	3 8 2	—
India 4½% 1950-55	MN	110	4 1 10	3 10 5
India 3½% 1931 or after	JAJO	90	3 17 9	—
India 3% 1948 or after	JAJO	77	3 17 11	—
Sudan 4½% 1939-73 Av. life 27 years	FA	111	4 1 1	3 16 10
Sudan 4% 1974 Red. in part after 1950	MN	109	3 13 5	3 2 11
Tanganyika 4% Guaranteed 1951-71	FA	109½	3 13 1	3 2 11
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	108	4 3 4	2 11 3
Lon. Elec. T. F. Corpn. 2½% 1950-55	FA	91	2 14 11	3 2 8
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	106	3 15 6	3 10 11
Australia (C'mm'nw'th) 3% 1955-58	AO	90	3 6 8	3 13 9
Canada 4% 1953-58	MS	109	3 13 5	3 5 5
*Natal 3% 1929-49	JJ	100	3 0 0	3 0 0
*New South Wales 3½% 1930-50	JJ	100	3 10 0	3 10 0
New Zealand 3% 1945	AO	94	3 3 10	3 17 9
Nigeria 4% 1963	AO	110	3 12 9	3 8 4
*Queensland 3½% 1950-70	JJ	100	3 10 0	3 10 0
South Africa 3½% 1953-73	JD	103xd	3 8 0	3 5 2
*Victoria 3½% 1929-49	AO	100	3 10 0	3 10 0
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	89	3 7 5	—
Croydon 3% 1940-60	AO	96½	3 2 2	3 4 4
Essex County 3¼% 1952-72	JD	103¾	3 7 8	3 4 4
Leeds 3% 1927 or after	JJ	86½	3 9 4	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	100	3 10 0	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	74¼xd	3 7 1	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	85xd	3 10 7	—
Manchester 3% 1941 or after	FA	87	3 9 0	—
Metropolitan Consd. 2½% 1920-49	MJSD	96xd	2 12 1	2 18 0
Metropolitan Water Board 3% "A" 1963-2003	AO	89½	3 7 0	3 8 0
Do. do. 3% "B" 1934-2003	MS	90½	3 6 4	3 7 2
Do. do. 3% "E" 1953-73	JJ	96	3 2 6	3 3 9
*Middlesex County Council 4% 1952-72	MN	108	3 14 1	3 6 2
* Do. do. 4½% 1950-70	MN	113	3 19 8	3 5 3
Nottingham 3% Irredeemable	MN	85½	3 10 2	—
Sheffield Corp. 3½% 1968	JJ	104	3 7 4	3 5 10
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	109	3 13 5	—
Gt. Western Rly. 4½% Debenture	JJ	117½	3 16 7	—
Gt. Western Rly. 5% Debenture	JJ	128½	3 17 10	—
Gt. Western Rly. 5% Rent Charge	FA	127½	3 18 5	—
Gt. Western Rly 5% Cons. Guaranteed	MA	126	3 19 4	—
Gt. Western Rly. 5% Preference	MA	118½	4 4 5	—
Southern Rly. 4% Debenture	JJ	108½	3 13 9	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	110	3 12 9	3 7 11
Southern Rly. 5% Guaranteed	MA	124½	4 0 4	—
Southern Rly. 5% Preference	MA	117½	4 5 1	—

*Not available to Trustees over par.

‡In the case of Stocks at a premium, the yield with redemption has been calculated at the earliest date; in the case of other Stocks, as at the latest date.